

October 15, 2021

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

The Honorable John Petersburg, GOP Lead
House Transportation Finance & Policy Committee
217 State Office Building
Saint Paul, MN 55155

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

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

RE: 2021 Fiscal Year Interagency Agreements and Intra-Agency Transfers Report

Dear Legislators:

The Minnesota Department of Transportation is pleased to present Interagency Agreements and Intra-Agency Transfers report for fiscal year 2021.

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

- Interagency agreements and service-level agreements
- Transfers

Please contact me with any questions, or you may email Kristin Schroedl at kristi.schroedl@state.mn.us or call her at (612) 618-0822.

Sincerely,



Margaret Anderson Kelliher
Commissioner

Fiscal Year 2021 Report

Interagency Agreements and Intra-Agency Transfers

October 15, 2021

Prepared by:

The Minnesota Department of Transportation
395 John Ireland Boulevard
Saint Paul, Minnesota 55155-1899

Phone: 651-296-3000

Toll-Free: 1-800-657-3774

TTY, Voice or ASCII: 1-800-627-3529

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

15.0395 INTERAGENCY AGREEMENTS AND INTRA-AGENCY TRANSFERS.

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

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

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

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

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

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

Fiscal Year 2021 Interagency Agreements and Service-Level Agreements:

October 15, 2021

Minnesota Department of Transportation (MnDOT)

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
00153	RECEIVABLE		Corrections	Faribault Site Communications Facility. 4375 204th St. E, Faribault,	Minn. Stat. 174.70, subd. 3	12/1/2011	11/30/2021	\$3,000.00	2021	\$0.00	(\$300.00)
00159	RECEIVABLE		Corrections	St. Cloud site. Communications Facility Use Agreement. 3725 12th St. N, St. Cloud.	Minn. Stat. 174.70, subd. 3	12/1/2011	11/30/2021	\$3,000.00	2021	\$0.00	(\$300.00)
00162	RECEIVABLE		Corrections	Communications Facility Use Agreement. Lino Lakes, 7525 4th Ave, Lino Lakes, MN	Minn. Stat. 174.70, subd. 3	12/1/2011	11/30/2021	\$3,000.00	2021	\$0.00	(\$300.00)
00517	RECEIVABLE		Corrections	Shakopee Site. Communications Shelter. 13751 Zumbro Ave, Shakopee, MN	Minn. Stat. 174.70, subd. 3	2/1/2012	1/31/2022	\$3,000.00	2021	\$0.00	(\$300.00)
99078	RECEIVABLE		Corrections	Moose Lake Site, Communications Facility, Tower Road, 2.25 Miles west of the City of Moose Lake.	Minn. Stat. 174.70, subd. 3	4/1/2012	3/31/2022	\$3,000.00	2021	\$0.00	(\$300.00)
99464	RECEIVABLE		Corrections	Moose Lake Site, Communications Facility, Tower Road, 2.25 Miles west of the City of Moose Lake.	Minn. Stat. 174.70, subd. 3	10/1/2011	9/30/2021	\$3,000.00	2021	\$0.00	(\$300.00)
1000897	RECEIVABLE		DPS	MnDOT Mankato Headquarters Shared Facility, DPS-Driver & Vehicle Services Mankato headquarters Formerly Lease 11707-A, 2161 Basset Drive.	Minn. Stat. 174.02, subd. 6	10/20/2015	9/30/2025	\$261,629.86	2021	\$0.00	(\$26,591.91)
1001209	PAYABLE	Admin		RECS 807 Transportation Building. Office space in Ramsey County. 395 John Ireland Boulevard, Saint Paul, MN 55155.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(b); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(b); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 5(b)	7/1/2009	6/30/2011	\$64,801,578.12	2021	\$4,952,905.68	\$0.00
1002212	RECEIVABLE		DPS	Procurement of Hardware and Software for ARMER	Minn. Stat. 174.02, subd. 6	12/22/2015	12/20/2020	\$15,359,167.35	2021	\$0.00	(\$1,080,154.45)
1002527	RECEIVABLE		Admin	Special Partnership - Sell Road Salt/Sand to the Dept of Administration, Plant Management for the Capitol Complex Roads	Minn. Stat. 174.02, subd. 6	6/30/2017	6/30/2025	\$105,000.00	2021	\$0.00	(\$619.22)
1002907	RECEIVABLE		MN.IT	Provide dark single mode fiber paths for MNET communications for various locations in the Twin Cities Metro Area	Minn. Stat. 174.02, subd. 6	12/8/2016	6/30/2030	\$1,500,000.00	2021	\$0.00	(\$58,239.48)
1028184W17	RECEIVABLE		DNR	Wildland Fire Response and Planning	Minn. Stat. 174.02, subd. 6	6/16/2021	9/30/2022	\$25,000.00	2021	\$0.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1028184W19	PAYABLE	DNR		DNR Tree Planting Cost Share	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	3/10/2021	10/31/2021	\$6,314.96	2021	\$6,314.96	\$0.00
1028184W21	RECEIVABLE		DNR	Salt sale to William O'Brien State Park	Minn. Stat. 174.02, subd. 6	2/25/2021	6/30/2021	\$398.48	2021	\$0.00	\$0.00
1028197	PAYABLE	DNR		Heartland Trail DNR Project	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	8/2/2018		\$313,030.25	2021	\$0.00	\$0.00
1028455	RECEIVABLE		Veteran Affairs	Purchase of road salt by Veterans Home in Minneapolis	Minn. Stat. 174.02, subd. 6	11/21/2017	9/30/2022	\$22,589.11	2021	\$0.00	(\$4,496.25)
1028623	RECEIVABLE		DPS	MnDOT Training Center, Arden Hills. State Patrol - Shared Facility; Rental of classroom space for FY18-22	Minn. Stat. 174.02, subd. 6	10/13/2017	6/30/2022	\$25,000.00	2021	\$0.00	(\$3,875.00)
1030889	PAYABLE	Indian Affairs		With Minnesota Indian Affairs Council (MIAC) for assistance at Mission Creek.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	6/28/2018	6/30/2019	\$388,889.50	2021	\$21,662.99	\$0.00
1031993	PAYABLE	MMB		Advancing Transportation Equity Initiative Study	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(b)(2)	8/29/2018	6/30/2019	\$591,400.00	2021	\$71,960.00	\$0.00
1032071	PAYABLE	MMB		Transit Program Manual: Needs Assessment	Minn. Stat. 161.36, subd. 2; Minn. Stat. 16A.88, subd. 1A; Minn. Stat. 297B.09	9/10/2018	10/31/2018	\$308,820.00	2021	\$118,620.00	\$0.00
1032543	PAYABLE	MMB		Investigation Contract #124	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	9/25/2018	6/30/2021	\$40,000.00	2021	\$1,406.31	\$0.00
1032567	PAYABLE	Admin		Interagency agreement with Administration for additional staffing in the Office of the State Archaeologist	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	12/11/2018	6/30/2021	\$708,000.00	2021	\$112,671.31	\$0.00
1032685	PAYABLE	MMB		Investigation Contract #125	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	11/6/2018	11/5/2020	\$25,000.00	2021	\$12,485.69	\$0.00
1032939	PAYABLE	DEED		To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance and reporting.	Minn. Stat. 161.36, subd. 2	1/23/2019	12/31/2020	\$361,679.00	2021	\$6,657.86	\$0.00
1033193	RECEIVABLE		Agriculture	Shared space at MnDOT St. Cloud headquarters, 3725 12th street north, St. Cloud, Minnesota 56303. Use of space, 618 square feet space. Superseded 92571.	Minn. Stat. 174.02, subd. 6	3/1/2019	2/29/2024	\$43,437.15	2021	\$0.00	(\$3,205.48)

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1033768	PAYABLE	MN.IT		Cultural Resources Information System (CRIS) III - Rewrite	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(b)(2); Minn. Stat. 161.36, subd.2	5/14/2019	12/31/2020	\$769,751.20	2021	\$311,003.69	\$0.00
1034000	PAYABLE	MMB		Visioning and Strategic Planning for Transit	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	4/16/2019	3/13/2020	\$90,160.00	2021	\$70.00	\$0.00
1034259	RECEIVABLE		DPS	2019 NHTSA Crash Report Analysis	Minn. Stat. 174.02, subd. 6	6/7/2019	9/30/2020	\$280,383.00	2021	\$0.00	(\$35,604.00)
1034358	RECEIVABLE		DPS	DPS, State Patrol, Use of Space. Replaces 05258.	Minn. Stat. 174.02, subd. 6	5/22/2020	6/30/2023	\$1,692,367.84	2021	\$0.00	(\$850,393.79)
1034429	PAYABLE	MN.IT		OSA Portal Hosting - Fiscal Years 2020-2021	Minn. Stat. 161.36, subd. 2	7/25/2019	6/30/2021	\$55,627.20	2021	\$25,075.73	\$0.00
1034560	PAYABLE	MMB		Investigation #160	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 5(a)	6/4/2019	6/30/2021	\$35,000.00	2021	\$4,402.00	\$0.00
1034640	PAYABLE	DPS		Red Dye Fuel Monitoring Program	Minn. Stat. 161.36; Minn. Stat. 4.07	7/3/2019	6/30/2021	\$465,000.00	2021	\$128,460.57	\$0.00
1034744	RECEIVABLE		Veteran Affairs	Tied to MnDOT Contract No. 1033437 Shephard Data Services. Veterans Affair Cooperative is requesting assistance with an acute need regarding recent network activity	Minn. Stat. 174.02, subd. 6	6/26/2019	6/30/2020	\$170,100.00	2021	\$0.00	(\$4,941.72)
1034752	PAYABLE	MMB		CVO/OFCVO Research/Planning Project Team 2020-017	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(e); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(e); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 2(e)	6/28/2019	12/31/2019	\$39,480.00	2021	\$2,450.00	\$0.00
1034887	PAYABLE	Admin		Enterprise Sustainability; support state agencies' efforts to fulfill the sustainability goals outlined in the Executive Order 19-27 by managing sustainability metrics and reporting (e.g., Sustainability Reporting Tool)	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	7/19/2019	6/30/2021	\$120,000.00	2021	\$60,000.00	\$0.00
1034911	PAYABLE	MN.IT		CRM Portal Business Analyst	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(b)(2); Minn. Stat. 161.36, subd. 2	8/15/2019	7/31/2020	\$170,000.00	2021	\$69,265.26	\$0.00
1034976	PAYABLE	MN.IT		LRS Mapping System Support [Crash Mapping Hosting and Support]	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(a)	8/27/2019	6/30/2020	\$165,349.80	2021	\$10,563.59	\$0.00
1034984	PAYABLE	MMB		One on One Coaching and Action Learning Sessions	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(e); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(e); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 2(e)	7/30/2019	6/30/2020	\$66,260.00	2021	\$8,680.00	\$0.00
1035267	RECEIVABLE		DPS	2020 NHTSA Toward Zero Deaths (TZD) Conference. \$476K	Minn. Stat. 299A.01 and 16B.98, subd. 7	9/19/2019	9/30/2021	\$475,610.00	2021	\$0.00	(\$91,283.52)

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1035320	PAYABLE	MMB		Intrastate Special Transportation Services Rules Facilitation 2020-067	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(e); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(e); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 2(e)	9/4/2019	9/1/2020	\$52,360.00	2021	\$16,030.00	\$0.00
1035491	PAYABLE	BWSR		FY'20-24 interagency agreement with BWSR for purchasing and developing wetland mitigation credits for use on MnDOT projects.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	10/28/2019	6/30/2024	\$13,500,000.00	2021	\$3,499,997.82	\$0.00
1035741	PAYABLE	MN.IT		LRS Mapping System Enhancements	Minn. Stat. 161.36, subd. 2	12/16/2019	1/31/2021	\$305,527.50	2021	\$110,032.14	\$0.00
1035762	RECEIVABLE		DPS	2020 TZD Regional Coordinators	Minn. Stat. 299A.01 and 16B.98, subd. 7	11/15/2019	9/30/2020	\$230,000.00	2021	\$0.00	(\$3,266.46)
1035844	PAYABLE	MMB		Investigation #196	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 5(a)	11/22/2019	6/30/2021	\$25,000.00	2021	\$0.00	\$0.00
1036169	PAYABLE	MMB		Manufacturers Perspective District 3 2020-121	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 5(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(b)(2)	1/14/2020	6/30/2020	\$68,320.00	2021	\$7,700.00	\$0.00
1036236	RECEIVABLE		DPS	2020 NHTSA: MnDOT Local Updates Mn GEO- GIS Professional Services: Shared centerlines. perform change detection analysis on local street datasets from counties so that the results can be used in the DOT LRS editing process. MnDOT Contract No. 1044437	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1)	2/27/2020	9/30/2020	\$50,000.00	2021	\$0.00	(\$23,957.53)
1036273	PAYABLE	MN.IT		MIAC Spatial Layers & MIAC/OSA Project Application	Minn. Stat. 161.36, subd. 2	3/26/2020	6/30/2021	\$189,771.36	2021	\$126,219.76	\$0.00
1036418	PAYABLE	DEED		To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance and reporting.	Minn. Stat. 161.36, subd. 2	3/19/2020	3/31/2021	\$734,464.00	2021	\$110,692.48	\$0.00
1036620	PAYABLE	MMB		Pedestrian Law Task Force Facilitation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 2(b); 2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(b); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(b)	3/11/2020	8/31/2021	\$28,140.00	2021	\$0.00	\$0.00
1036828	PAYABLE	MN.IT		MnGEO. Acquire high-resolution digital elevation data developed from airborne LIDAR (Light Detection and Ranging) for an area of approximately 9,291 square miles in the north-eastern part of the State.	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	8/17/2020	3/31/2021	\$25,000.00	2021	\$25,000.00	\$0.00
1044198	PAYABLE	DPS		FY 2021 Minnesota State Patrol - MnPass Lanes Enforcement	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(a); Minn. Stat. 160.93, subd. 1; Minn. Stat. 160.93, subd. 2A	6/9/2020	6/30/2025	\$9,350,929.48	2021	\$71,800.70	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1044199	PAYABLE	DNR		Level 1 and 2 Mussel Survey and Relocation for MN 65, REPLACE BRIDGE #6778 OVER SNAKE RIVER IN MORA	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c); Minn. Stat. 174.02, subd. 6C	5/29/2020	12/31/2020	\$30,000.00	2021	\$23,000.00	\$0.00
1044264	PAYABLE	MMB		Rail Director Support 2020-173	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(e); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(e); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 2(e); Minn. Stat. 174.02, subd. 6C	5/29/2020	6/1/2021	\$7,700.00	2021	\$6,020.00	\$0.00
1044295	RECEIVABLE		Corrections	Sublease 12356 temporarily sublease a portion of office space at 1821 University Ave., St. Paul (Lease No. 12158, MNDOT Contract No. 1002941) to the Office of Ombudsperson for the Dept. of Corrections. The sublease term will be approx. 3.5 months.	Minn. Stat. 174.02, subd. 6	6/5/2020	9/30/2020	\$2,529.65	2021	\$0.00	(\$1,813.71)
1044359	PAYABLE	DPS		FIRST Netmotion VPN services using MN State Patrol server.	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a)	6/30/2020	6/30/2025	\$25,200.00	2021	\$5,411.70	\$0.00
1044362	PAYABLE	MN.IT		State Bicycle Map Mobile Application	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	7/7/2020	12/31/2020	\$50,798.70	2021	\$34,354.44	\$0.00
1044373	RECEIVABLE		DPS	RECS LEASE 12326-A. Driver Exam Station Plymouth. A tract of land containing approximately 17.9 acres, street address 2455 Fern Brook Lane.		6/30/2020	6/30/2025	\$86,031.45	2021	\$0.00	(\$45,231.45)
1044408	PAYABLE	MDH		Chemical Analysis of MnDOT Environmental Samples Collected	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	8/11/2020	6/30/2021	\$22,743.00	2021	\$1,828.44	\$0.00
1044437	PAYABLE	MN.IT		Shared Centerlines	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1)	7/6/2020	9/30/2020	\$49,937.30	2021	\$23,957.53	\$0.00
1044458	PAYABLE	Admin		Provide aeronautics building management, maintenance and repairs for a monthly fee. MnDOT will fund a complete building engineering and safety assessment to determine the State's best course of action related to the bldg. in the future.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(a)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(a)(2); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 2(a)(2)	7/9/2020	6/30/2021	\$27,600.00	2021	\$23,000.00	\$0.00
1044519	PAYABLE	MMB		TECHNICAL CERTIFICATION PROGRAM SUPPORT 2021-013	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	7/17/2020	12/31/2020	\$49,000.00	2021	\$25,900.00	\$0.00
1044545	PAYABLE	MMB		Children's Cabinet	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 2(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 2(c)	7/20/2020	6/30/2021	\$34,000.00	2021	\$34,000.00	\$0.00
1044567	PAYABLE	MMB		Chief Inclusion Officer	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	7/22/2020	6/30/2021	\$41,998.00	2021	\$41,998.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1044580	PAYABLE	MMB		Statewide Recruiting Support	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 5(a)	7/28/2020	6/30/2021	\$68,328.00	2021	\$68,328.00	\$0.00
1044663	RECEIVABLE		DPS	2020 Motor Carrier Safety Administration Program (MCSAP)	Minn. Stat. 161.36 subd. 2 and 299A.01, subd. 2(4)	8/26/2020	9/30/2021	\$1,257,661.65	2021	\$0.00	(\$929,756.90)
1044688	PAYABLE	MMB		Enterprise Talent Development	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 5(a)	8/11/2020	6/30/2021	\$137,856.00	2021	\$137,856.00	\$0.00
1044794	PAYABLE	MN.IT		MnGEO Support & Enhancements	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(a)	9/1/2020	6/30/2021	\$197,182.70	2021	\$79,398.86	\$0.00
1044916	RECEIVABLE		DPS	2021 TZD Regional Coordinators	Minn. Stat. 161.36 subd. 2 and 299A.01, subd. 2(4)	10/5/2020	9/30/2021	\$264,000.00	2021	\$0.00	(\$231,964.34)
1044937	PAYABLE	BWSR		Interagency agreement between MnDOT & BWSR for cooperative wetland banking program management. Includes annual payments to BWSR for administrative costs of the wetland banking program.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	10/9/2020	6/30/2024	\$1,000,000.00	2021	\$250,000.00	\$0.00
1044954	PAYABLE	MMB		Renewing MnDOT's Mission and Values 2021-040	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 5(a)	9/22/2020	12/31/2020	\$71,820.00	2021	\$59,360.00	\$0.00
1044968	RECEIVABLE		DPS	DPS' SHARE OF Motorola SUA upgrade to the ARMER system for the next five years.	2019 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 12, subd. 8(d)	10/2/2020	10/1/2025	\$2,298,117.23	2021	\$0.00	\$0.00
1045064	PAYABLE	MMB		OFCVO Knowledge Management 2021-044	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	10/7/2020	12/31/2022	\$79,240.00	2021	\$28,910.00	\$0.00
1045096	PAYABLE	Admin		CRU-SHPO LIAISON CONTRACT. Consulting with MnDOT on MnDOT undertakings (whether state or federally funded) as required by the Minnesota Historic Sites Act and Field Archaeology Acts, described at Minnesota Statute Ch. 138.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	11/4/2020	6/30/2023	\$375,000.00	2021	\$0.00	\$0.00
1045171	PAYABLE	MMB		Senior Leadership Review 2021-053	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	10/19/2020	10/31/2021	\$67,620.00	2021	\$18,760.00	\$0.00
1045221	PAYABLE	MMB		RBA in Half a Day Training 2021-058	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(a)	10/29/2020	2/26/2021	\$5,180.00	2021	\$5,180.00	\$0.00
1045788	PAYABLE	Admin		Small Business Resource Center	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	1/22/2021	6/30/2021	\$50,200.50	2021	\$47,948.50	\$0.00
1045960	PAYABLE	Indian Affairs		MNDOT-MIAC STAFF LIAISON POSITION provide funding for salary, fringe, labor additive, building/operation fee, and travel.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	3/19/2021	6/30/2023	\$405,000.00	2021	\$0.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1046052	PAYABLE	MN.IT		Shared Centerline Hosting Support	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1)	2/16/2021	6/30/2021	\$25,280.04	2021	\$1,890.08	\$0.00
1046083	PAYABLE	MMB		Conduct a pilot program to apply for and receive a loan under the Transportation Infrastructure Finance and Innovation Act of 1998 (“TIFIA”), US Code, title 23, chapter 6 (“Loan”), with the approval of the MMB, for a project Nicollet Co.	Minnesota Laws 2020, Chapter 69, Section 2, codified as Minnesota Statutes, Section 174.525	4/9/2021	upon loan repayment	\$1,000,000.00	2021	\$0.00	\$0.00
1046176	PAYABLE	MN.IT		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 in Southern Minnesota.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	3/8/2021	6/30/2022	\$200,000.00	2021	\$0.00	\$0.00
1046384	PAYABLE	MMB		Investigation Contract #048	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 5(a)	3/3/2021	5/31/2021	\$25,000.00	2021	\$2,010.00	\$0.00
1046818	PAYABLE	MMB		MnDOT CAV-X Results Based Accountability 2021-116	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1)	4/12/2021	9/30/2021	\$11,620.00	2021	\$4,550.00	\$0.00
1046916	PAYABLE	DNR		Wetland mitigation services for reforestation of the Ann Lake WMA.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	5/20/2021	6/30/2022	\$12,000.00	2021	\$12,000.00	\$0.00
1046923	PAYABLE	MN.IT		two access points on state fiber located on I-94 for SP 8816-2627	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1)	5/7/2021	6/30/2021	\$9,048.30	2021	\$9,048.30	\$0.00
1047106	PAYABLE	MDH		Chemical Analysis of MnDOT Environmental Samples Collected	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	6/4/2021	6/30/2022	\$4,743.00	2021	\$0.00	\$0.00
1047107	PAYABLE	MMB		Pre-Letting Improvements 2021-132	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2)	5/7/2021	11/30/2021	\$55,300.00	2021	\$8,750.00	\$0.00
1047132	PAYABLE	DNR		I-494 Minnesota River Mussel Survey	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(c); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(c)	6/2/2021	1/31/2022	\$20,000.00	2021	\$0.00	\$0.00
1047152	PAYABLE	MMB		Investigation #059	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 5(a)	5/12/2021	8/31/2021	\$25,000.00	2021	\$8,399.00	\$0.00
1047159	PAYABLE	MMB		Research and Innovation Office Organizational Assessment 2021-130	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2021 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1)	5/21/2021	2/28/2022	\$56,140.00	2021	\$1,330.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1047300	PAYABLE	MMB		OTAT MPTA Workgroup Facilitation 2021-139	Minn. Stat. 16A.88, subd. 1A; Minn. Stat. 297B.09	6/2/2021	12/31/2021	\$26,460.00	2021	\$420.00	\$0.00
1047359	PAYABLE	DPS		Extraordinary Enforcement in Maintenance Work Zones.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(a)	6/25/2021	6/30/2023	\$95,000.00	2021	\$0.00	\$0.00
1047646	PAYABLE	MN.IT		OTE DOT Crash Map Hosting Support	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(a); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(a)	6/30/2021	6/30/2023	\$288,344.32	2021	\$0.00	\$0.00
1047707	PAYABLE	Admin		Office of Enterprise Sustainability (OES) 2022-2023	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(1); 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 3(b)(2); 2021 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 2, subd. 3(b)(2)	6/29/2021	6/30/2023	\$120,000.00	2021	\$0.00	\$0.00
	PAYABLE	MN.IT		Provides enterprise and local IT services to MnDOT.	Minn. Stat. 16E.016			\$54,810,047.99	2021	\$54,810,047.99	\$0.00
						FY2021 TOTALS		\$177,548,262.99		\$65,665,785.38	(\$3,397,195.21)

Fiscal Year 2021 Transfers*: October 15, 2021

Minnesota Department of Transportation (MnDOT)

*Per law, amounts include transfers for all appropriations where total transfer in or out exceeds \$100,000 in Budget Period 2021.

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
DPS	911 Emergency	P0796A9	Armer State Backbone Oper Cost	(9,675,000)	MnDOT	911 Emergency	T790280	ARMER Maint SW Radio Comm	9,675,000	Rider in Public Safety appropriations bill - for costs of maintaining and operating the statewide radio system backbone	2019 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 12, Subd. 8d
Admin	Plant Management	G021801	Plant Management	(1,299,020)	MnDOT	Trunk Highway	T790281	Transp Bldg. - Rent Refund	1,299,020	Per statute, money collected as rent to recover depreciation and interest costs of Transportation building shall be credited to fund that funded original construction (Trunk Highway Fund)	Minn. Stat. 16B.24, subd. 5d
MnDOT	General	T790003	Freight Rail Administration	(33,250)	Governor's Office	Other Misc. Spec Revenue	G391300	Governor's Spec Revenue Fund	33,250	Pay for Governor's office services (Minn. Stat. 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	General	T790285	Passenger Rail	(24,938)	Governor's Office	Other Misc. Spec Revenue	G391300	Governor's Spec Revenue Fund	24,938	Pay for Governor's office services (Minn. Stat. 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	Transit Assistance Fund	T790879	Greater Mn Transit-Admin	(8,313)	Governor's Office	Other Misc. Spec Revenue	G391300	Governor's Spec Revenue Fund	8,313	Pay for Governor's office services (Minn. Stat. 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	Municipal State Aid Street	T790221	SA Admin Municipal	(23,621)	Governor's Office	Other Misc. Spec Revenue	G391300	Governor's Spec Revenue Fund	23,621	Pay for Governor's office services (Minn. Stat. 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	County State Aid Highway	T790222	SA Admin County	(76,129)	Governor's Office	Other Misc. Spec Revenue	G391300	Governor's Spec Revenue Fund	76,129	Pay for Governor's office services (Minn. Stat. 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	General	T790004	Non Metro Transit Asst	(449,080)	MnDOT	General	T790002	Transit Admin From GF	449,080	Of direct appropriation to Transit in General Fund, portion to be used for administrative costs is transferred into separate appropriation	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(b)

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MnDOT	Transit Assistance Fund	T790880	Greater Mn Transit Grants	(416,000)	MnDOT	Transit Assistance Fund	T790879	Greater Mn Transit-Admin	416,000	Pay for administration costs of the transit program, statutorily capped at \$416,000/year	Minn. Stat. 16A.88, subd. 1a
MnDOT	Highway User Tax Distribution (HUTD)	T790096	Highway Tax Distribution 280	(1,430,204,499)	MnDOT	Trunk Highway	T790056	Highway Tax Distribution 270	1,430,204,499	Transfer of 62% of 95% (58.9%) of net proceeds of HUTD revenues to Trunk Highway Fund	Minn. Constitution Article XIV, Sec. 5 Minn. Stat. 161.04, subd. 1
MnDOT	Highway User Tax Distribution (HUTD)	T790096	Highway Tax Distribution 280	(790,376,171)	MnDOT	County State Aid Highway	T790051	Highway Tax Distribution 260	790,376,171	Transfer of 29% of 95% (27.55%) of net proceeds of HUTD revenues to County State Aid Highway Fund, + 5% of net proceeds statutorily dedicated to town roads (30.5% of 5%), town bridges (16% of 5%), and flexible highway accounts (53.5% of 5%) in County State Aid Highway Fund	Minn. Constitution Article XIV, Sec. 5 Minn. Stat. 162.05 Minn. Stat. 161.081, subd. 1
MnDOT	Highway User Tax Distribution (HUTD)	T790096	Highway Tax Distribution 280	(207,610,331)	MnDOT	Municipal State Aid Street	T790049	Highway Tax Distribution 250	207,610,331	Transfer of 9% of 95% (8.55%) of net proceeds of HUTD revenues to Municipal State Aid Street Fund	Minn. Constitution Article XIV, Sec. 5 Minn. Stat. 162.11
MnDOT	Trunk Highway	T790058	Highway Improvement	(22,212,479)	MnDOT	Trunk Highway	T790097	SRC Department Support	22,212,479	Rider language in Transportation appropriations bill for State Road Construction - "This appropriation is for...internal department costs associated with delivering the construction program..."	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(c)
MnDOT	Trunk Highway	T790058	Highway Improvement	(10,000,000)	MnDOT	Trunk Highway	T790061	SRC-Economic development	10,000,000	For Transportation Economic Development (TED) program	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2. Subd. 3(c); Minn. Stat. 174.12, subd. 2(b)
MnDOT	Trunk Highway	T790062	Hwy Improvement Receipts	(12,228,282)	MnDOT	Trunk Highway	T790058	Highway Improvement	12,228,282	Rider language in Transportation appropriations bill for State Road Construction - "The commissioner may receive money covering other shares of the cost of partnership projects. These receipts are appropriated to the commissioner for these projects."	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(c)
MnDOT	Trunk Highway	T790081	Maintenance Operation	(32,975,148)	MnDOT	Trunk Highway	T790200	Road Equipment Operating	32,975,148	Of direct appropriation to Operations and Maintenance in Trunk Highway Fund, portion to be used for road equipment costs is transferred into separate appropriation	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(275,084)	MnDOT	Trunk Highway	T790277	Grow Our Own Mechanics (GOO)	275,084	Of direct appropriation to Operations and Maintenance in Trunk Highway Fund, portion to be used for Grow Our Own Mechanics program (GOO) is transferred into separate appropriation	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790083	Program Delivery	(1,000,000)	MnDOT	Trunk Highway	T790090	Environmental Management	1,000,000	Rider in Transportation appropriations bill for management of contaminated and regulated material on MnDOT-owned property	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2)

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MnDOT	Trunk Highway	T790084	Planning & Research	(266,000)	MnDOT	Trunk Highway	T790098	MPO Grants	266,000	Rider in Transportation appropriations bill for grants to metropolitan planning organizations (MPOs) outside the seven county metropolitan area	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790084	Planning & Research	(130,000)	MnDOT	Trunk Highway	T790272	Targeted Group Business Program	130,000	Rider in Transportation appropriations bill for administrative costs of the targeted group business program	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790084	Planning & Research	(900,000)	MnDOT	Trunk Highway	T790321	RDCS Grant	900,000	Rider in Transportation appropriations bill for grants to regional development commissions (RDCs) for transportation studies outside the metropolitan area	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790320	Debt Service- Trunk Highway	(177,570,794)	MMB	Debt Service	G9Q0001	Debt Service Clearing Account	177,570,794	Transfer to MMB to pay annual obligations for Trunk Highway general obligation bond principal and interest	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(e); Minn. Stat. 167.51
MnDOT	Trunk Highway	T790323	Cash Advance - Bonds	(84,138,809)	MnDOT	Trunk Highway Bond Fund	T790324	Cash Advance - Bonds	84,138,809	Cash advance from Trunk Highway Fund to cover Trunk Highway Bond Fund expenditures until bond proceeds are received. Summer 2021 bond sale (\$311M in Trunk Highway bonds) occurred in September, about a month later than usual.	Minn. Stat. 16A.641, subd. 8(e)
MnDOT	Trunk Highway Bond Fund	T791432	Corridors of Commerce FY21 CH3	(17,000,000)	MnDOT	Trunk Highway Bond Fund	T791434	Corridors of Comm FY21 CH3 PD	17,000,000	Transportation bonding bill allows MnDOT to use up to 17 percent of the bonds appropriated to Corridors of Commerce program for program delivery (\$17M is 17% of \$100M total)	2017 Laws of Minn., 1st SS, Ch. 3, Art. 2, Sec. 2, Subd. 1
MnDOT	Trunk Highway Bond Fund	T791447	State Road Construction FY21 CH3	(6,584,760)	MnDOT	Trunk Highway Bond Fund	T791448	State Road Construction FY21 CH3 PD	6,584,760	Transportation bonding bill allows MnDOT to use up to 17 percent of the bonds appropriated to State Road Construction program for program delivery (\$6.6M is ~3% of \$220M total)	2017 Laws of Minn., 1st SS, Ch. 3, Art. 2, Sec. 2, Subd. 2
MnDOT	Trunk Highway	T790094	Land Conveyance	(2,342,000)	MnDOT	Trunk Highway	T791167	SRC-Prog Plan/Delivery Cancel	2,342,000	Statute allows funds from the sale, lease, conveyance, or disposal of state property to be canceled to the trunk highway fund at the end of the biennium	Minn. Stat. 161.231
MnDOT	General	T790003	Freight Rail Administration	(8,500)	MnDOT	General	T79F201	Freight Rail T790003	8,500	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	General	T79F301	Freight System T790003	(7,728)	MnDOT	General	T790003	Freight Rail Administration	7,728	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MnDOT	General	T790003	Freight Rail Administration	(74,453)	MnDOT	General	T79F401	Port Improvements T790003	74,453	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	General	T790003	Freight Rail Administration	(344,215)	MnDOT	General	T79F501	Rail Safety T790003	344,215	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Comp	(2,187,259)	MnDOT	Trunk Highway	T79F101	Commercial Vehicles T790077	2,187,259	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Comp	(30,318)	MnDOT	Trunk Highway	T79F302	Freight System T790077	30,318	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Comp	(253,500)	MnDOT	Trunk Highway	T79F502	Rail Safety T790077	253,500	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(11,938,478)	MnDOT	Trunk Highway	T79M101	Bridge-Structure Maintenance T790081	11,938,478	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(53,657,421)	MnDOT	Trunk Highway	T79M201	Roads and Roadsides T790081	53,657,421	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(33,812,749)	MnDOT	Trunk Highway	T79M301	Snow and Ice T790081	33,812,749	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(32,625,674)	MnDOT	Trunk Highway	T79M401	Traffic Ops and Maintenance T790081	32,625,674	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790083	Program Delivery	(71,648,837)	MnDOT	Trunk Highway	T79P101	Highway Improvements T790083	71,648,837	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790083	Program Delivery	(35,920,243)	MnDOT	Trunk Highway	T79P201	Highway Construction T790083	35,920,243	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790084	Planning & Research	(5,169,355)	MnDOT	Trunk Highway	T79P301	Plan Highway System T790084	5,169,355	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790084	Planning & Research	(7,257,263)	MnDOT	Trunk Highway	T79P401	Research-Development T790084	7,257,263	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1) Minn. Stat. 16A.285

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MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Comp	(800,000)	MnDOT	Trunk Highway	T790081	Maintenance Operation	800,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Freight to Operations & Maintenance	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a)
MnDOT	Trunk Highway	T790650	Air Transportation	(1,000,000)	MnDOT	Trunk Highway	T790061	SRC-Economic development	1,000,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Air Transportation to SRC-Economic Development ("TED" program). Total of \$14.8M for FY22-23 biennium.	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a); Minn. Stat. 174.12, subd. 2(b)
MnDOT	Trunk Highway	T790659	Buildings	(8,800,000)	MnDOT	Trunk Highway	T790061	SRC-Economic development	8,800,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Buildings to SRC-Economic Development ("TED" program). Total of \$14.8M for FY22-23 biennium.	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a); Minn. Stat. 174.12, subd. 2(b)
MnDOT	Trunk Highway	T790068	Agency Services	(2,000,000)	MnDOT	Trunk Highway	T790061	SRC-Economic development	2,000,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Agency Services to SRC-Economic Development ("TED" program). Total of \$14.8M for FY22-23 biennium.	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a); Minn. Stat. 174.12, subd. 2(b)
MnDOT	Trunk Highway	T790084	Planning & Research	(1,500,000)	MnDOT	Trunk Highway	T790061	SRC-Economic development	1,500,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Planning & Research to SRC-Economic Development ("TED" program). Total of \$14.8M for FY22-23 biennium.	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a); Minn. Stat. 174.12, subd. 2(b)
MnDOT	Trunk Highway	T790083	Program Delivery	(1,500,000)	MnDOT	Trunk Highway	T790061	SRC-Economic development	1,500,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Program Delivery to SRC-Economic Development ("TED" program). Total of \$14.8M for FY22-23 biennium.	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a); Minn. Stat. 174.12, subd. 2(b)
MnDOT	Trunk Highway	T790068	Agency Services	(7,000,000)	MnDOT	Trunk Highway	T790058	Highway Improvement	7,000,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Agency Services to State Road Construction for additional projects (total of \$30M)	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a)
MnDOT	Trunk Highway	T790083	Program Delivery	(17,000,000)	MnDOT	Trunk Highway	T790058	Highway Improvement	17,000,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Program Delivery to State Road Construction for additional projects (total of \$30M)	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a)

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
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MnDOT	Trunk Highway	T790084	Planning & Research	(6,000,000)	MnDOT	Trunk Highway	T790058	Highway Improvement	6,000,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Planning & Research to State Road Construction for additional projects (total of \$30M)	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a)
MnDOT	State Airports	T790039	Aeronautics Operation	(1,250,000)	MnDOT	State Airports	T790036	Airport Develop and Assist	1,250,000	Transportation appropriations bill allows MnDOT to transfer unencumbered balances from the appropriations for Aviation Support and Services to Airport Development and Assistance	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 6(a)
MnDOT	State Airports	T790039	Aeronautics Operation	(700,000)	MnDOT	Other Misc. Spec Revenue	G467137	ITA22.037 T79 Aircraft Registration	700,000	Transfer to MN.IT Odyssey Fund for costs of developing new aircraft registration tax system	Minn. Stat. 16E.21; Minn. Stat. 16E.0466
MnDOT	General	T790285	Passenger Rail	(271,000)	MnDOT	General	T791549	FY21 Operating Holdback	271,000	To capture impact of statewide hiring freeze, MMB required most state agencies to identify ~5% operating reductions across all General Fund appropriations. For MnDOT, this equated to \$271,000, all of which was taken from the Passenger Rail appropriation and ultimately canceled.	Minn. Stat. 16A.055
MnDOT	Trunk Highway	T791670	OSOW TH to TIFIA	(4,249,406)	MMB	Other Misc. Spec Revenue	G9R0241	Transportation Infrastructure Finance & Innovation Act Control	4,249,406	The 2020 Minnesota Legislature authorized, in Minn. Stat. 174.525 (new statute created in MN Laws of 2020, Chapter 69), MnDOT to pursue a loan through the federal Transportation Infrastructure Finance and Innovation Act of 1998 (TIFIA) for a specific project on Trunk Highway 14 in Nicollet County. If MnDOT applies for and receives a loan, the debt obligations will be repaid from oversize and overweight transportation permit fee revenues, which the law dedicates to a segregated account in the special revenue fund. MnDOT is working through the application process with the federal government, and if approved anticipates receiving an estimated \$42,385,000 in TIFIA loans in state Fiscal Year 2022. The \$4.2M reflects all relevant permit fee revenue for FY 2021.	Minn. Stat. 174.525
TOTAL				(3,114,826,107)					3,114,826,107		

Appendix A: Copies of Agreements

The file size of the 2021 agreements is large and attached separately. If you are not able to download the file, MnDOT will individually fulfill requests for copies of the agreements. Please contact MnDOT's Office of Government Affairs at 651-366-4824 to request a copy.

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #00153
Faribault Tower

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

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

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

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

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

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

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

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

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

5. TERMINATION

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

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

6. DUTIES OF MN/DOT

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

7. DUTIES OF DOC

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

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

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

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

Mn/DOT:

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

DOC:

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

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

LIST OF EXHIBITS

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

DOC:

MINNESOTA DEPARTMENT OF
CORRECTIONS

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

By 

Print Name: _____

Title: 

(Print or type)

Date 10/24/11

By _____

Print Name: _____

Title: _____

(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____

(Print or type)

Date: _____

Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By 
Mukhtar Thakur

Title: Director

Date OCT 12, 2011



**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION**



OWNER: MINNESTOA, STATE OF

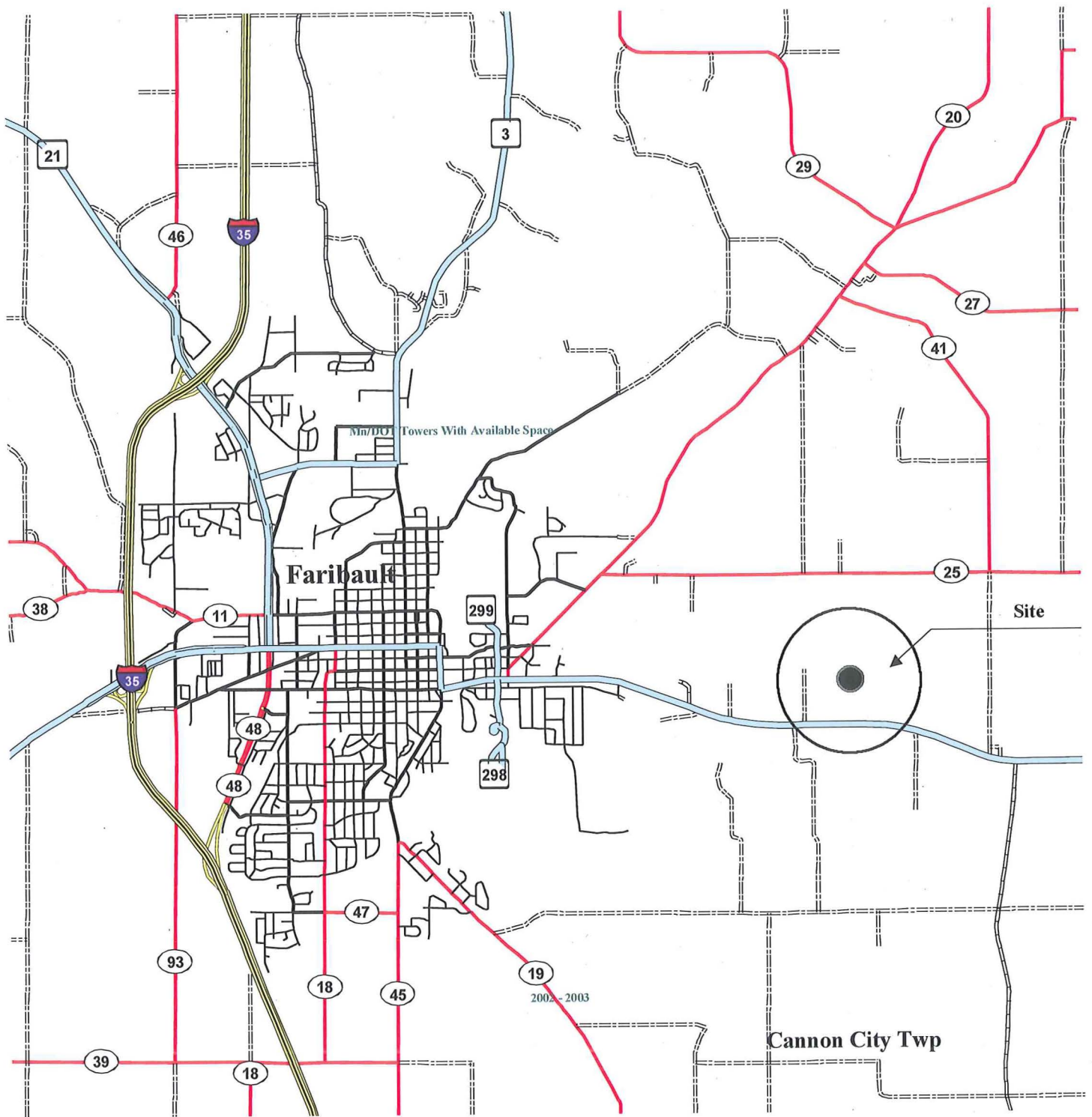
FCC Registration Number (FRN): 0002608115

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

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

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

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



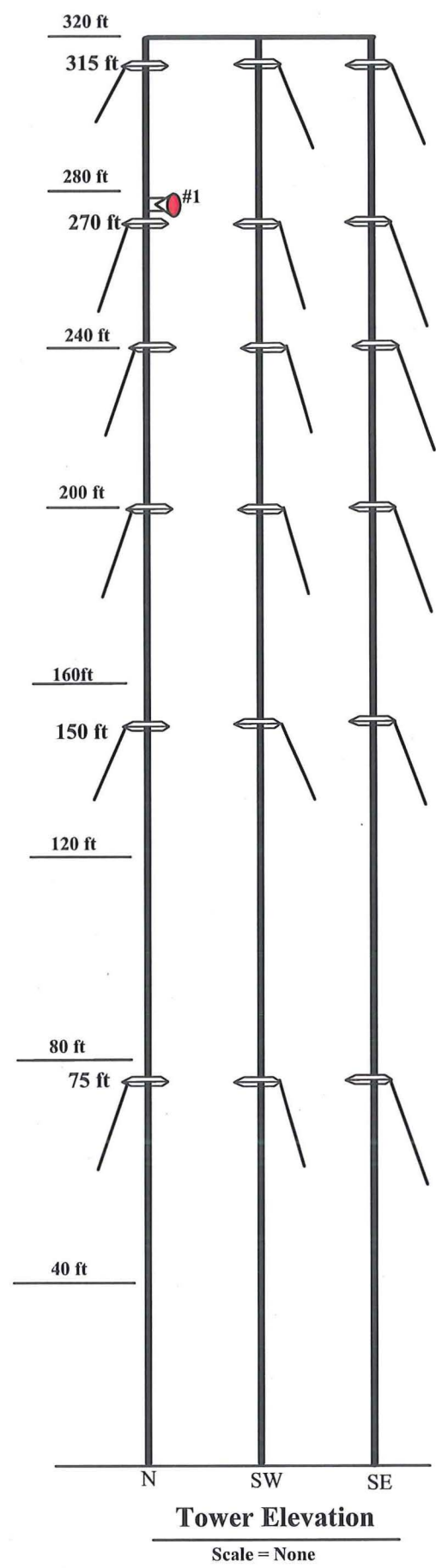
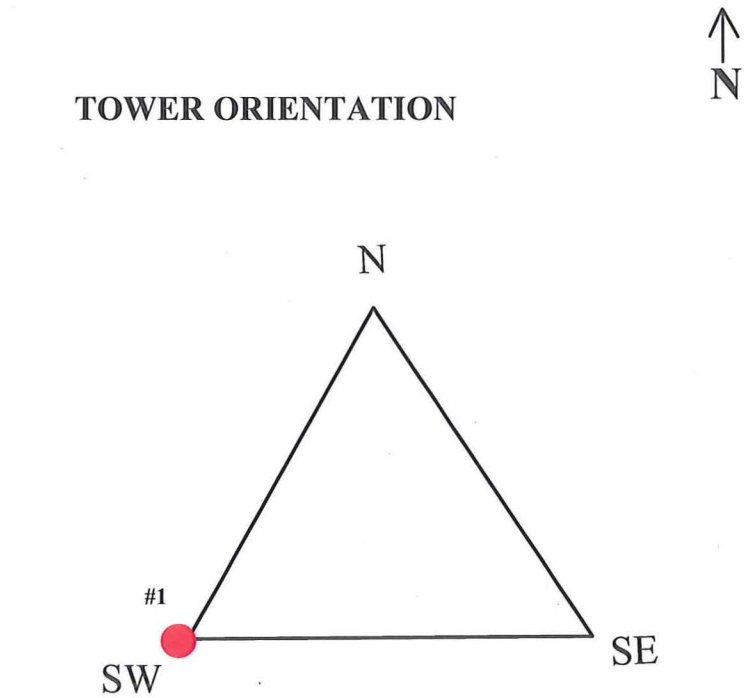
**LOCATION MAP
EXHIBIT A2**

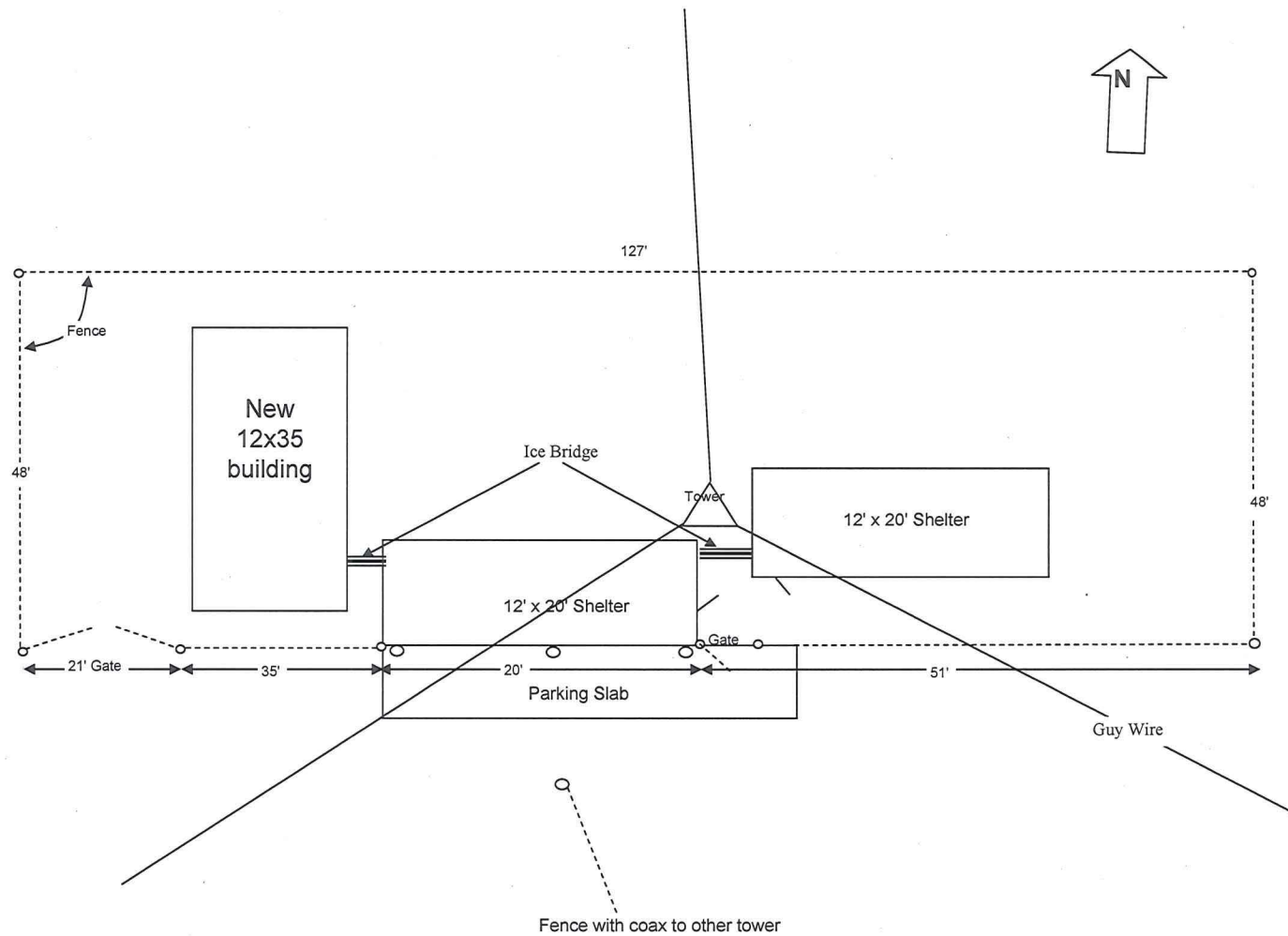
Faribault Tower TEC202

4375 204th Street
Faribault, MN

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

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





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

Exhibit B2

Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

"Site Access"

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

Contact Information

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

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

Site Entry Notification

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

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

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

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

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #00159
St. Cloud Tower

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

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

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

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

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

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

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

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

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

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

5. **TERMINATION**

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

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

6. DUTIES OF MN/DOT

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

7. DUTIES OF DOC

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

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

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

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

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

Mn/DOT:

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

DOC:

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

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

LIST OF EXHIBITS

EXHIBIT A: Location Map

EXHIBIT B1: Tower Diagram with DOC Antenna location

EXHIBIT B2: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF
CORRECTIONS

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

By 

Print Name: _____

Title: 

(Print or type)

Date 10/24/11

By _____

Print Name: _____

Title: _____

(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____

(Print or type)

Date: _____

Mn/DOT:


STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By 

Mukhtar Thakur

Title: Director

Date OCT 13, 2011

An aerial photograph showing a proposed tower site. The site is a rectangular plot of land, outlined in white, located in the center of the image. It is surrounded by a mix of urban and undeveloped areas. To the left, there are some buildings and a road. To the right, there is a large, dark, irregularly shaped area that appears to be a field or a large lot. The overall image is in black and white, with high contrast. The text is overlaid on the image in a white, sans-serif font.

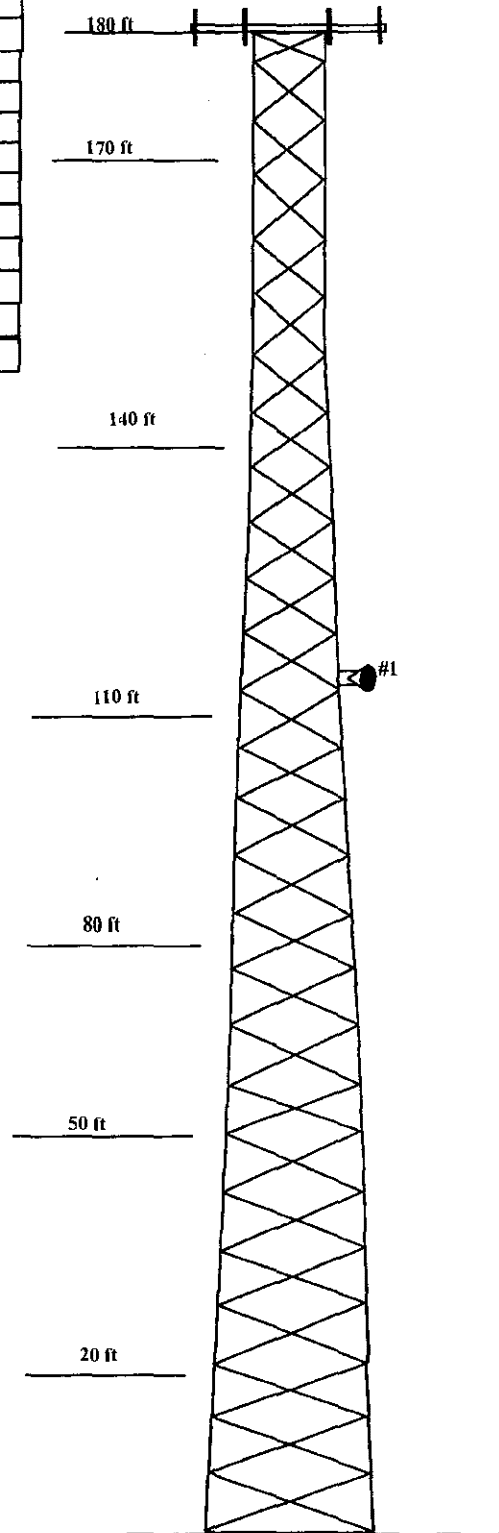
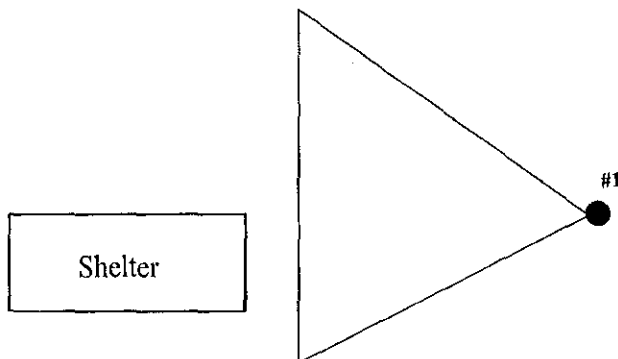
Proposed St. Cloud Tower
MN/DOT District HQ
3725 12th Street NW
St. Cloud, MN

Exhibit 101

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



Tower Orientation



Tower Elevation

Scale = None

St. Cloud Tower

Minnesota Department of Transportation

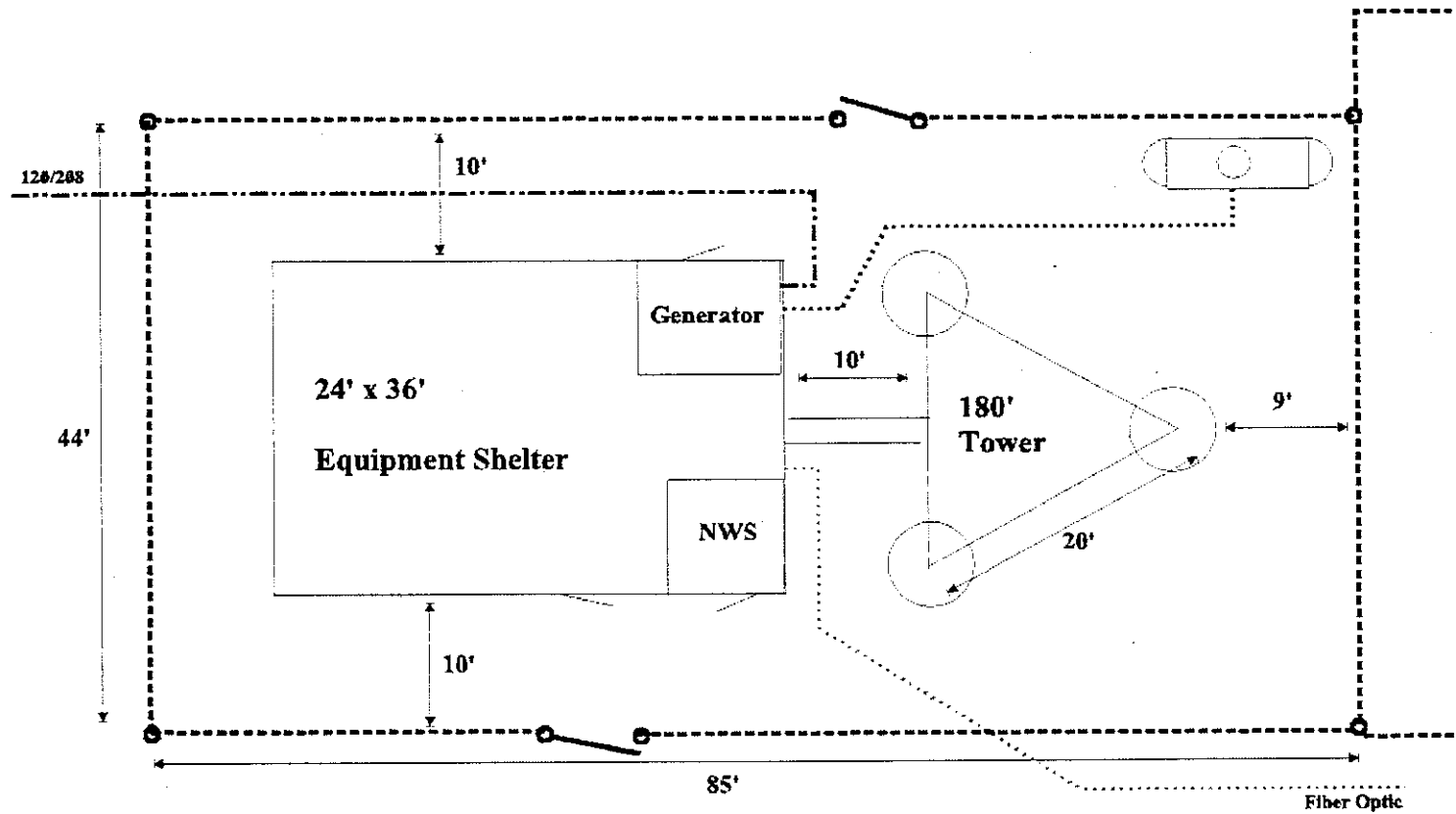
October 12, 2011
 Agreement #00159
 MN Dept. of Corrections

Exhibit B1

St Cloud Tower



Figure 1b



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

06-OEC-DOT-110A

Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

"Site Access"

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

Contact Information

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

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

Site Entry Notification

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

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

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

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

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

Exhibit D

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #00162
Lino Lakes Tower

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

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

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

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
 - 1 to 2 Stations = \$300.00 per year
 - 3 to 4 Stations = \$400.00 per year
 - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

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

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

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

5. TERMINATION

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

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

6. DUTIES OF MN/DOT

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

7. DUTIES OF DOC

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

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

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

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

Mn/DOT:

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

DOC:

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

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

LIST OF EXHIBITS

EXHIBIT A: Location Map

EXHIBIT B1: Tower Diagram with DOC Antenna location

EXHIBIT B2: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement


DOC:

MINNESOTA DEPARTMENT OF
CORRECTIONS

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

By 

Print Name: _____

Title: 
(Print or type)

Date: 10/24/11

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

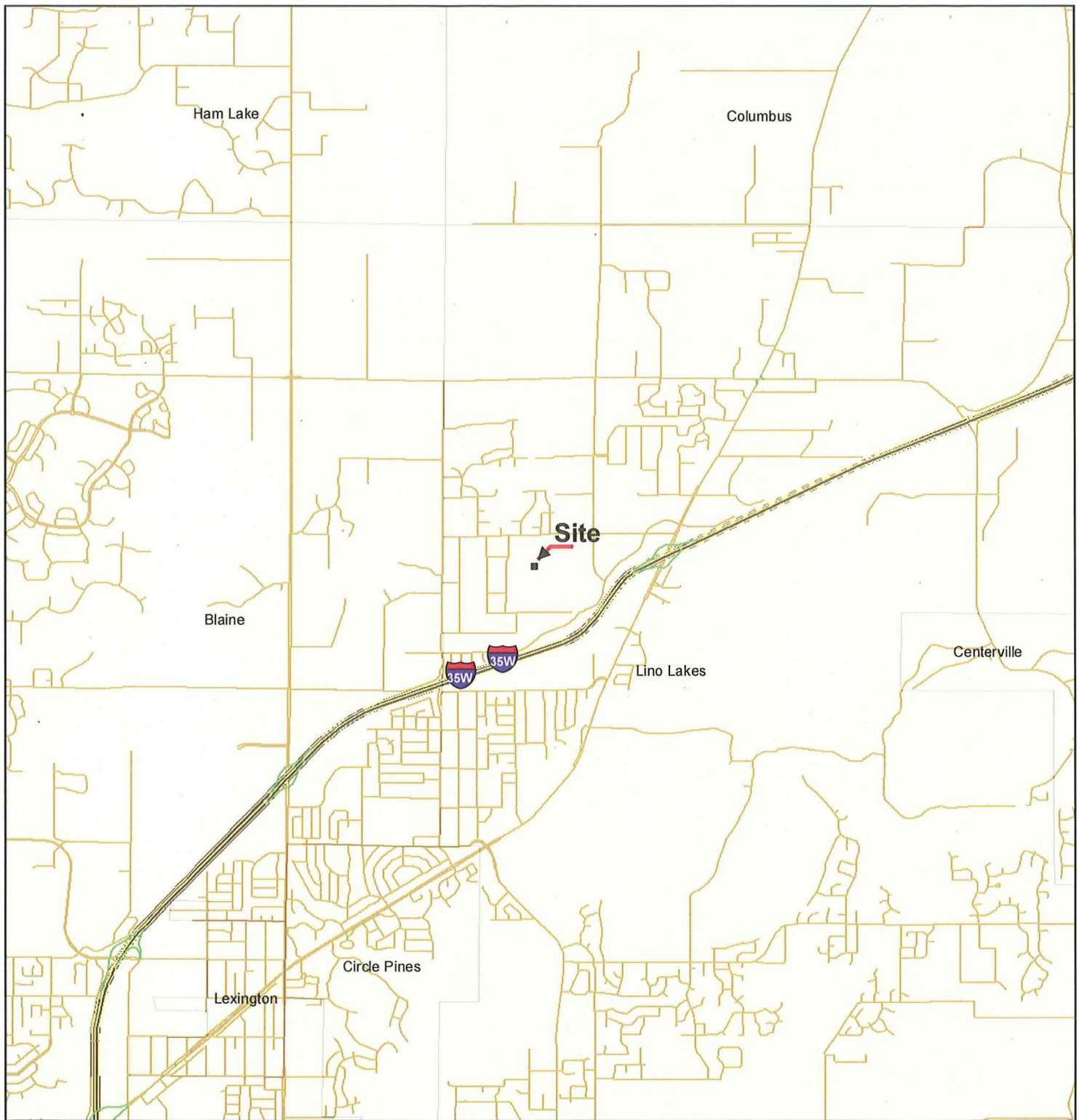
Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By 
Mukhtar Thakur

Title: Director

Date: OCT 13, 2011



Lino Lakes

7525 4th Ave.

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

**Agreement #00162
Dept. of Corrections**

LOCATION MAP

Driving Directions

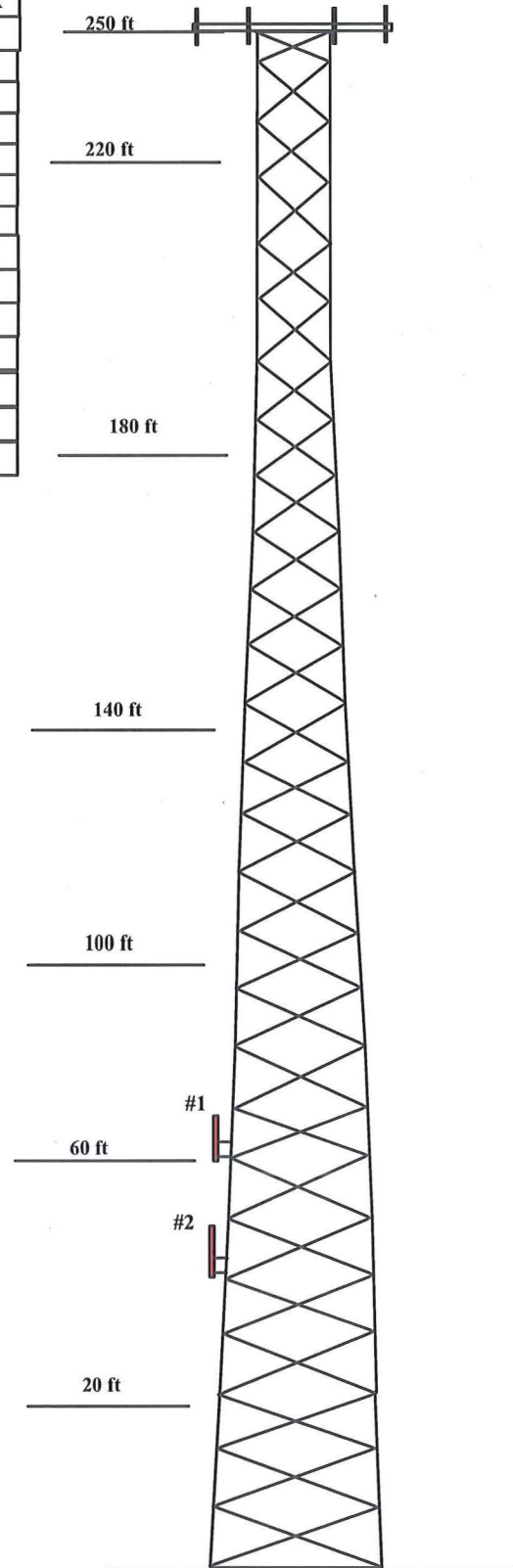
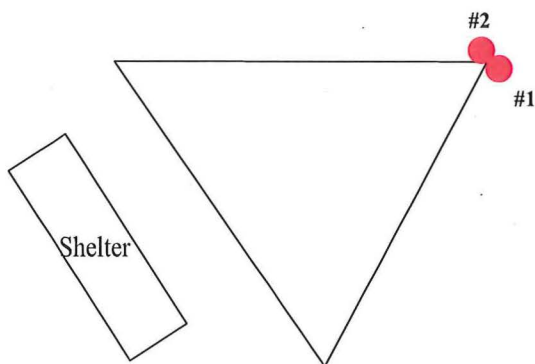
From Interstate 35W turn north on Lake Drive.
Proceed .3 miles to Apollo Dr. and turn left.
Continue .25 miles to Lilac St. and turn right.
Proceed .35 miles to 4th Ave and follow to site.



Exhibit A

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

Tower Orientation



Tower Elevation

Scale = None

Lino Lakes Tower

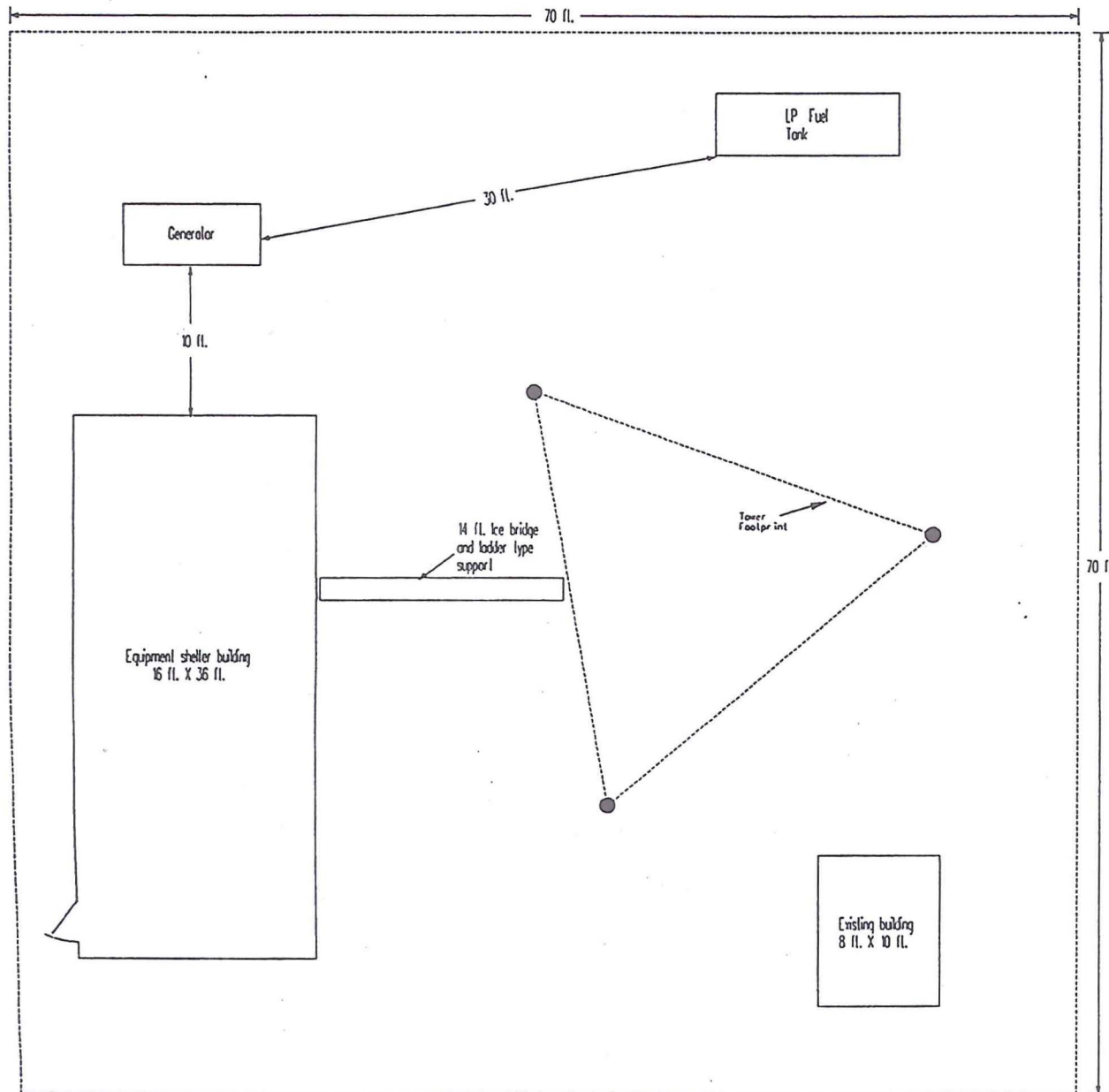
Minnesota Department of Transportation

October 12, 2011

Agreement #00162

MN Dept. of Corrections

Exhibit B1



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

Radio Equipment Shelter Building Details

DRAWING NOT TO SCALE,
 SITE LAYOUT
 PLAN

*REGION - WIDE
 800 MHz DIGITAL,
 TRUNKED, RADIO
 SYSTEM*

Ronald Vegemast Engineering, Inc.

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

SITE :

LINO LAKES

DATE : 05/20/98

DRAWN
 BY : GPL

DRAWING NUMBER :

RS262 - SL 13.0



Exhibit B2

Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

"Site Access"

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

Contact Information

Radio Maintenance Supervisor

Bob Prudhomme

(651) 234-7971

(651) 373-9511 Cellular

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

Site Entry Notification

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

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

Agreement No. 00162
Dept. of Corrections
Lino Lakes Tower

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

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

Exhibit D

STATE OF MINNESOTA
COMMUNICATIONS SHELTER
USE AGREEMENT

Agreement #00517
Shakopee Tower
Communications Shelter

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

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

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

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

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

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

1. COMMUNICATIONS SHELTER

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station, for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
 - 1 to 2 Stations = \$300.00 per year
 - 3 to 4 Stations = \$400.00 per year
 - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

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

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

5. TERMINATION

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

6. DUTIES OF MN/DOT

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

7. DUTIES OF DOC

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

- 7.3 Prior to installing, replacing or modifying any equipment in the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.4 All wiring shall conform to the existing wiring method used at the Communications Shelter and shall conform to the National Electrical Code.
- 7.5 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Shelter as described in **Exhibit C** "Site Access" attached hereto.
- 7.6 DOC shall install and maintain DOC'S equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed, operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.7 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Shelter as a result of DOC'S occupancy of said Communications Shelter.
- 7.8 DOC hereby agrees that DOC'S access to the Communications Shelter shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S communications system in proper working order in and around the Communications Shelter.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.

9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

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

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Shelter by DOC shall remain the personal property of DOC with right of

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

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

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

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

DOC:

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

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

LIST OF EXHIBITS

EXHIBIT A: Location Map

EXHIBIT B1: DOC Equipment

EXHIBIT B2: Site Description

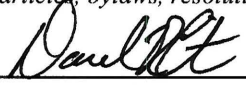
EXHIBIT B3: Installation Instructions

EXHIBIT C: Site Access

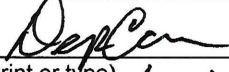
DOC:

STATE OF MINNESOTA
DEPARTMENT OF CORRECTIONS

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

By 

Print Name: _____

Title: 
(Print or type)

Date: 1/23/12

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____


Print Name: _____

Title: _____
(Print or type)

Date: _____

Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By 
Mukhtar Thakur

Title: Director

Date: Jan 17, 2012

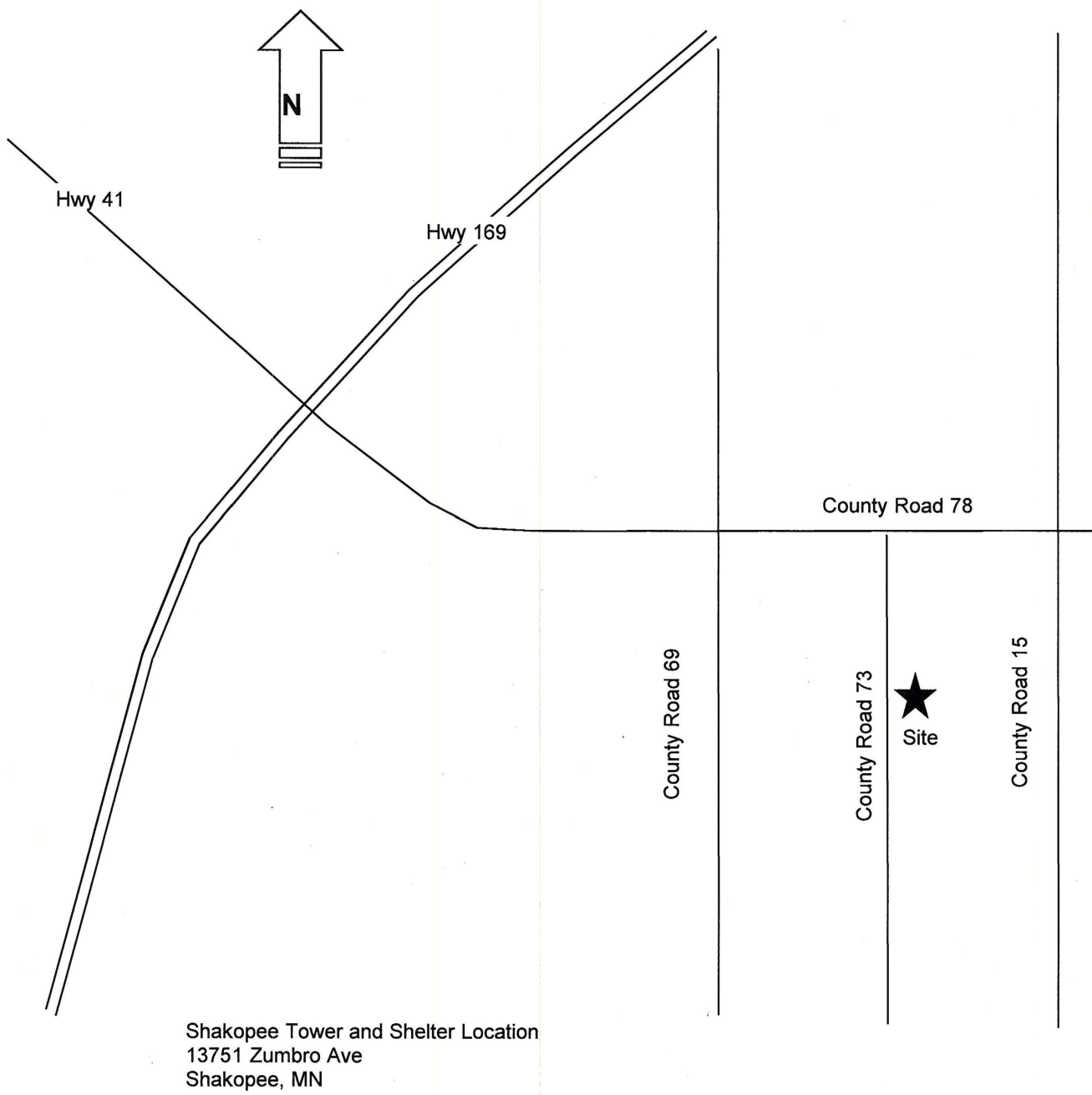


Exhibit A

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

Shakopee Communications Shelter
Minnesota Department of Transportation

December 16, 2011
Agreement #00517
Dept. of Corrections

Exhibit B1

Tower Owner: Scott County Sheriffs Department

Land Owner: Scott County

Tower Address: 13751 Zumbro Ave
Shakopee, MN

County: Scott County

City: (nearest) Shakopee, MN

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

FCC Registration #: N/A

Coordinates:

Latitude: N/A

Longitude:

Ground Elevation: N/A

Tower Height: N/A

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

Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

DOC or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

"Shelter Access"

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

Contact Information

Radio Maintenance Supervisor
Bob Prudhomme
(651) 234-7971

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

Shelter Entry Notification

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

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

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #99464
Moose Lake Tower

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

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

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

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
 - 1 to 2 Stations = \$300.00 per year
 - 3 to 4 Stations = \$400.00 per year
 - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

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

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

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

5. TERMINATION

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

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

6. DUTIES OF MN/DOT

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

7. DUTIES OF DOC

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

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

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

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

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

Mn/DOT:

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

DOC:

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

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

LIST OF EXHIBITS

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

DOC:

MINNESOTA DEPARTMENT OF
CORRECTIONS

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

By David R Crist

Print Name: David R Crist

Title: Dep. Comm
(Print or type)

Date: 8/26/11

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

Mn/DOT:

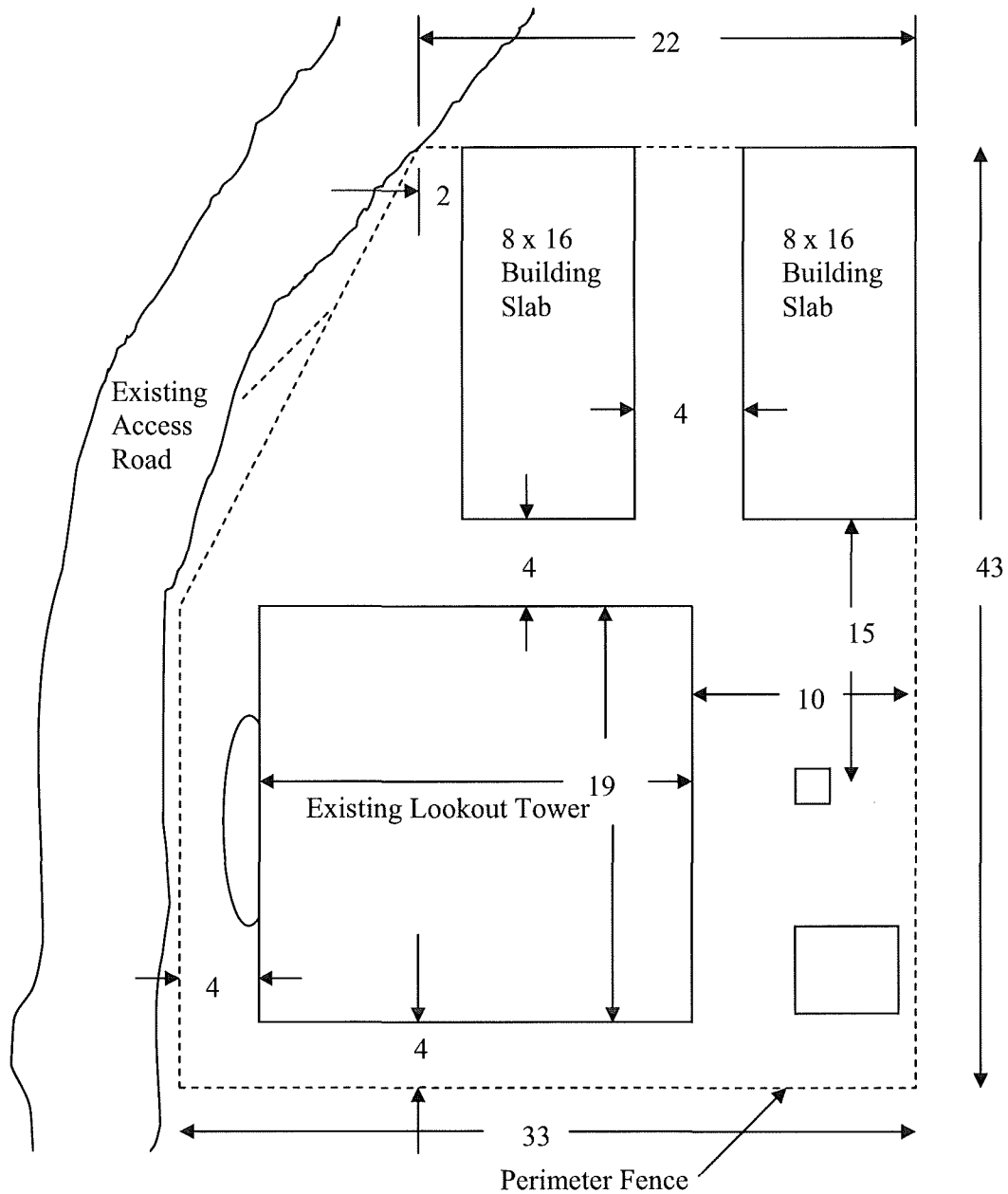
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur

Mukhtar Thakur

Title: Director

Date: Aug 19, 2011

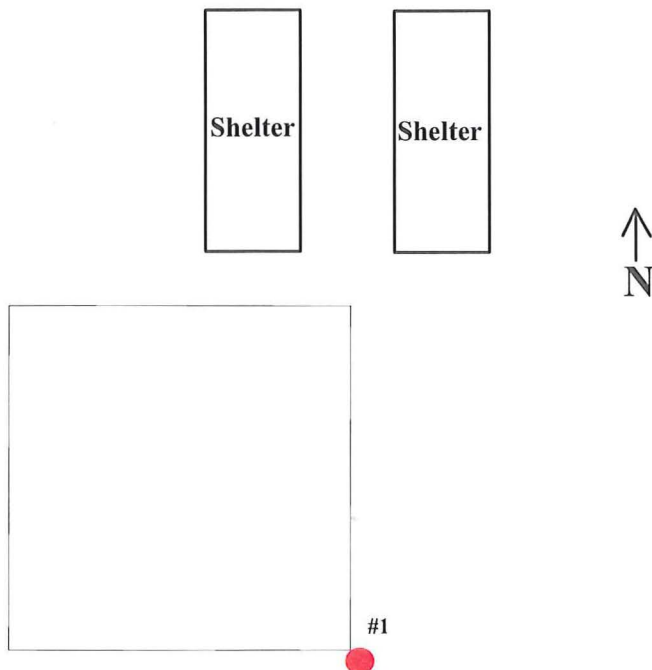


Moose Lake Lookout Tower Site

EXHIBIT A

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

Tower Orientation

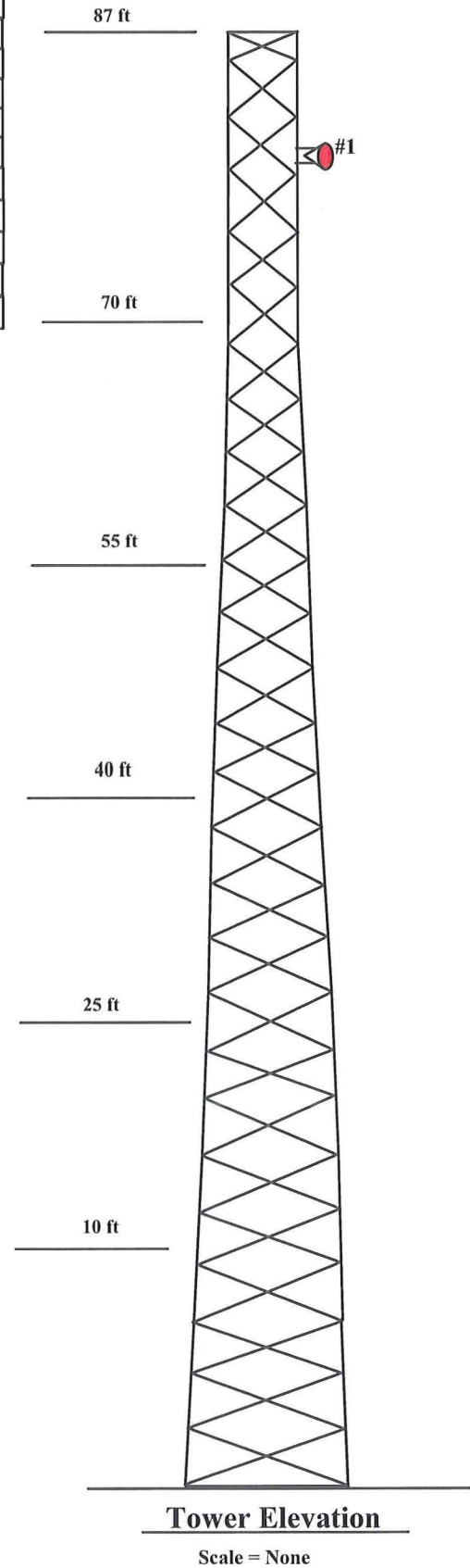


Moose Lake Tower

Minnesota Department of Transportation

August 10, 2011
 Agreement #99464
 MN Department of Corrections

Exhibit B1



Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

"Site Access"

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

Contact Information

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

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

Site Entry Notification

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

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

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

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

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #99464
Moose Lake Tower

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

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

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

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
 - 1 to 2 Stations = \$300.00 per year
 - 3 to 4 Stations = \$400.00 per year
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- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

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

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Office of Electronic Communications
1500 West County Road B2 MS-730
Roseville, Minnesota 55113
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All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
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- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
 - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
 - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
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- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
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6. DUTIES OF MN/DOT

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
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Minnesota Department of Corrections
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- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Compound Layout Diagram
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF
CORRECTIONS

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

By David R Crist

Print Name: David R Crist

Title: Dep. Comm
(Print or type)

Date: 8/26/11

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur

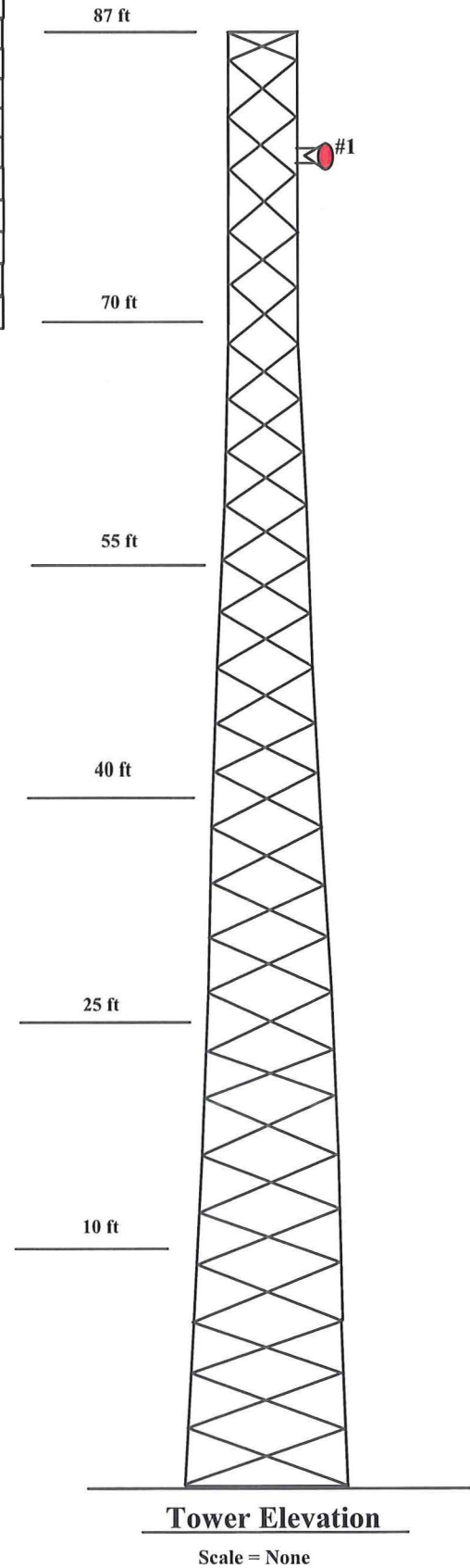
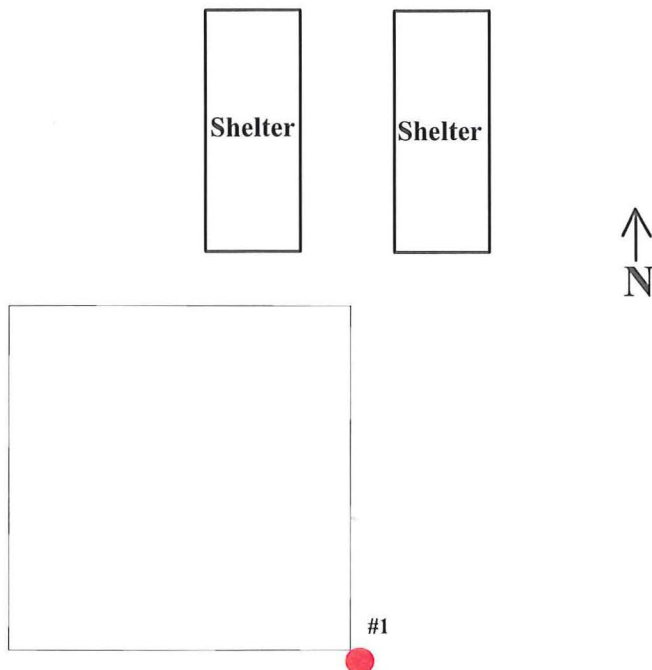
Mukhtar Thakur

Title: Director

Date: Aug 19, 2011

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

Tower Orientation



Moose Lake Tower

Minnesota Department of Transportation

August 10, 2011
 Agreement #99464
 MN Department of Corrections

Exhibit B1

Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

"Site Access"

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

Contact Information

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

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

Site Entry Notification

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

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

Agreement No. 99464
MN Department of Corrections
Moose Lake Tower

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

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

Exhibit D

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

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

Recitals

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

Agreement

1. TERM OF AGREEMENT, EXHIBITS;

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

2. LEASED SPACE.

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

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

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

3. RENT

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

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

- 3.2 Rent Adjustment Effective October 1, 2015 and each October thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (2,174 sf) for each fiscal year (July- June). MnDOT shall give DPS-DVS written notice on or before August 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.3 DPS-DVS agrees to pay MnDOT the monthly rent set forth above on or before the first of each month starting with October 2015.
Office of Financial Management, Payable
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899
- 3.4 All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.
- 3.5 All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.
- 3.6 Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized Representative.

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

4. TERMINATION

- 4.1 This Agreement may be terminated by either party for any reason at any time upon giving thirty (30) days prior written notice to the other party.
- 4.2 DPS-DVS covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Space to MnDOT in as good condition as when DPS-DVS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Space shall remain a part thereof and shall not be removed unless MnDOT elects to permit removal

5. DUTIES OF MnDOT

- 5.1 MnDOT shall, at its expense, furnish and provide for the use of DPS-DVS:
- 5.1.1 heat, electricity, sewer and water
 - 5.1.2 janitorial service, and,
 - 5.1.3 trash removal.
- 5.2 MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area within the fenced enclosure for the motorcycle, Class D road and ^{LEOL} testing area. *CDL*
- 5.3 MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing. *AJ 10/20/15 per 10/7/15*

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

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

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

8. MAINTENANCE AND REPAIRS

- 8.1 It shall be the duty of MnDOT to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- 8.2 MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

9. OTHER CONDITIONS

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

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

10. **BUILDING ACCESS AND SERVICES**

- 10.1 MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 10.2 MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

11. **AUTHORIZED REPRESENTATIVES**

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

- 11.2 *MnDOT's Authorized Representative* is

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

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

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

12. **LIABILITY**

- 12.1 MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 12.2 DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.

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

Lease # 11707-A
MnDOT Contract # 1000897

DPS-DVS

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

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

STATE ENCUMBRANCE VERIFICATION

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

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

SWIFT
Purchase
Order # 3600036840

COMMISSIONER OF TRANSPORTATION

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

Minnesota Department of Transportation
~~Contract Management~~

By: [Signature]
Date: 10-20-2015

10

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

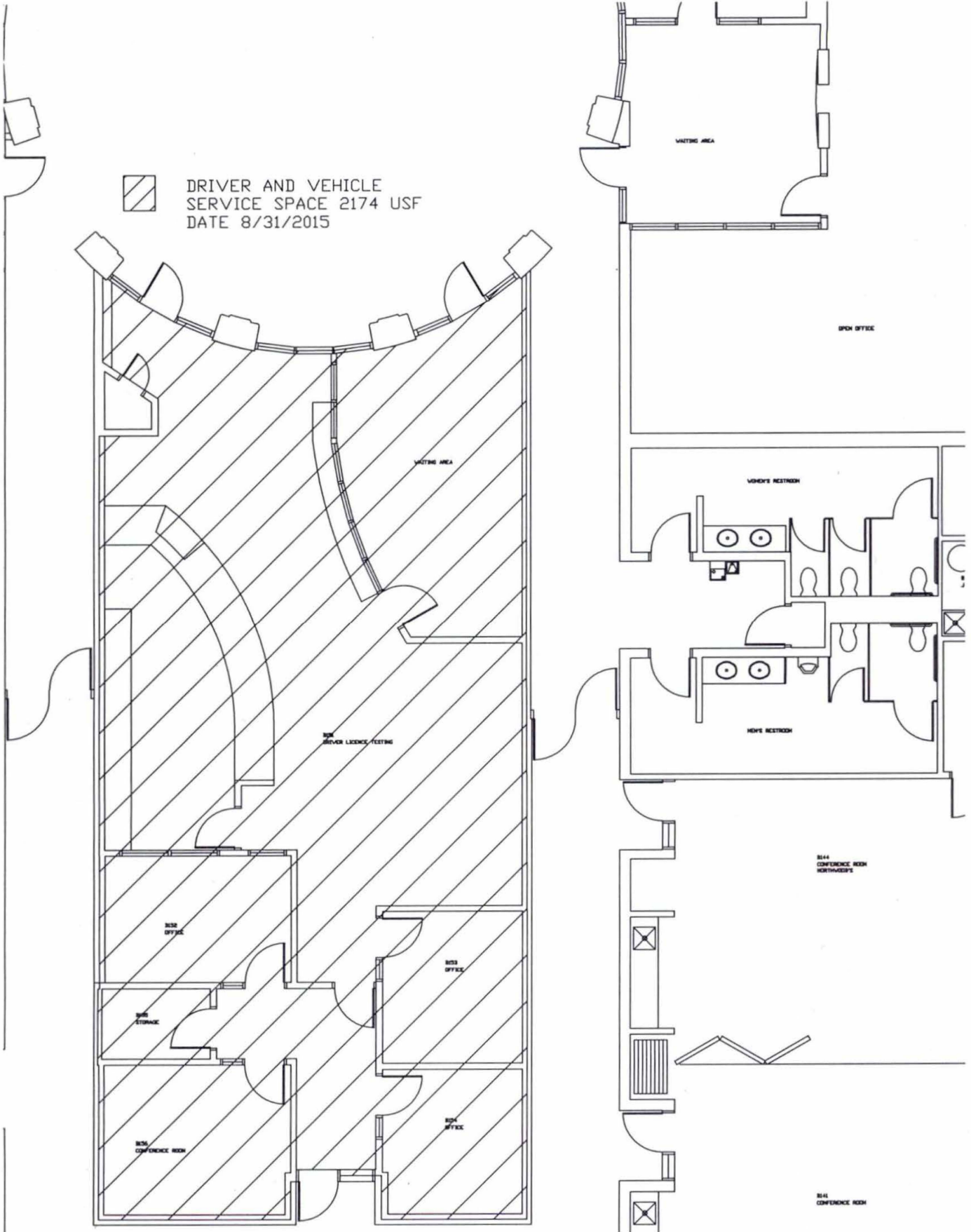


Exhibit B
Estimated Cost/Rent for
Mankato Headquarters Building

Lease # 11707-A
MnDOT Contract # 1000897

FY15 Operating Exp	\$	796,221.89	
FY14 Operating Exp	\$	983,913.41	
FY13 Operating Exp	\$	908,490.11	
FY 12 Operating Exp	\$	803,872.95	
Average Operating Exp	\$	873,124.59	
Capital Expenditures	\$	-	
Depreciation	\$	709,229.68	
Subtotal AOP+ CE-D	\$	1,582,354.27	
Admin (10%)	\$	158,235.43	
Total Costs	\$	1,740,589.70	
Square Footage	\$	161,814.00	
Cost per square foot	\$	10.76	
DPS Square Feet		2,174	
DPS Yearly Rental	\$	23,385.13	
		Estimated Increase	Monthly
Period		per Year	Rental
10/01/15 to 09/30/16	\$	23,385.13	\$ 1,948.76
10/01/16 to 09/30/17	3.00%	\$ 24,086.69	\$ 2,007.22
10/01/17 to 09/30/18		\$ 24,809.29	\$ 2,067.44
10/01/18 to 09/30/19		\$ 25,553.57	\$ 2,129.46
10/01/19 to 09/30/20		\$ 26,320.17	\$ 2,193.35
Total Estimated Cost of Partnership Lease	\$	124,154.85	

AMENDMENT # 01 TO MnDOT PARTNERSHIP CONTRACT #: 1000897.

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

Project Identification: LEASED SPACE IN THE MnDOT MANKATO HEADQUARTERS FACILITY

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

Recitals

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

Contract Amendment

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

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

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

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

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

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

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

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

DPS-DVS

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DPS-DVS ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

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

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

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

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

DEPARTMENTAL LEASE

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

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand five hundred fifty (255,550) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:
- | Level/Suite No. | Square Feet | Use |
|-----------------|-------------|---------|
| Basement | 25,668 | Office |
| Basement | 2,238 | Storage |
| Ground | 19,980 | Office |
| Ground | 2,376 | Shared |
| First | 44,296 | Office |
| Second | 22,821 | Office |
| Third | 22,866 | Office |
| Fourth | 22,711 | Office |
| Fifth | 22,936 | Office |
| Sixth | 23,278 | Office |
| Seventh | 23,253 | Office |
| Eighth | 23,127 | Office |
| TOTAL | 255,550 | |
2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2011 and continuing through June 30, 2013.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

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

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

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

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

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Estes
REAL ESTATE AND CONSTRUCTION SERVICES

Date JUN 30 2011

LESSEE:
TRANSPORTATION

By Edwin Clarke
Title Director, Bus. Support Services

Date 6-27-11

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
PLANT MANAGEMENT DIVISION

By Karen Suechay
Title Bus Operations Mgr

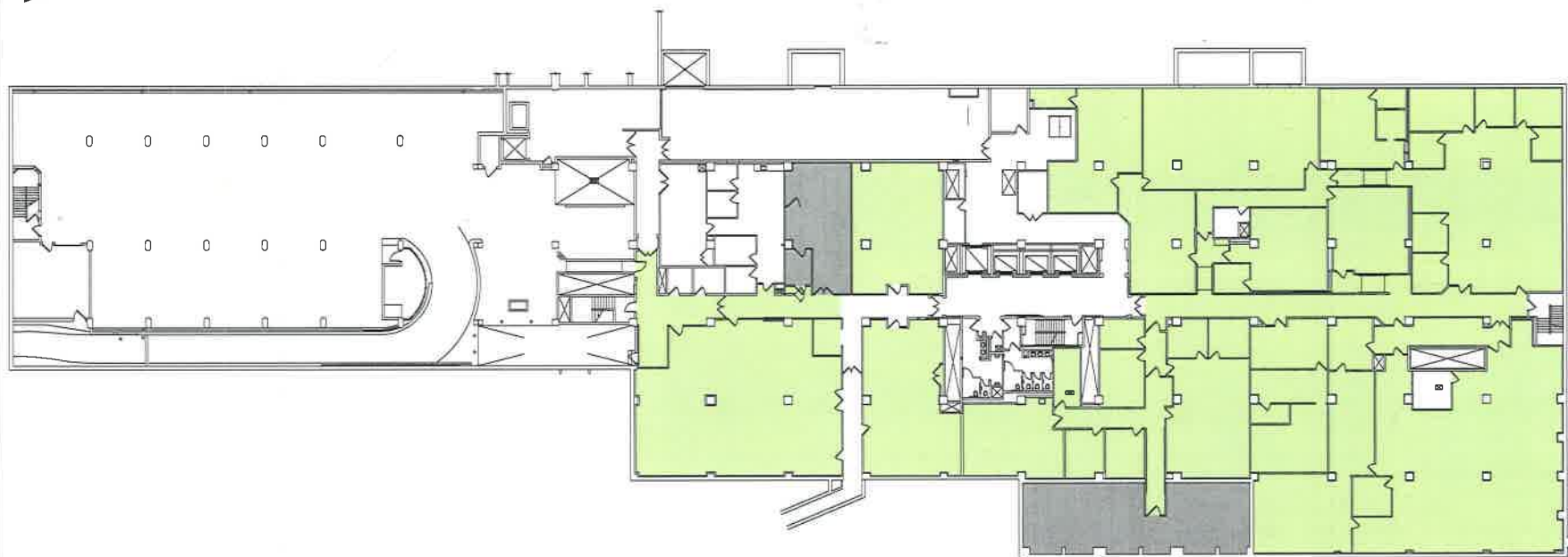
Date 6-6-11

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

By Jh Kell
Date 6-28-2011

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

EXHIBIT A



Department - Division

Department of Transportation

25,668 Sq. Ft. Office

2,238 Sq. Ft. Storage



State
of
Minnesota

Department
of
Administration

Real Estate and
Construction
Services

Transportation
Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

MDOT Contract #: 1001209 807 FY 12-13

Basement

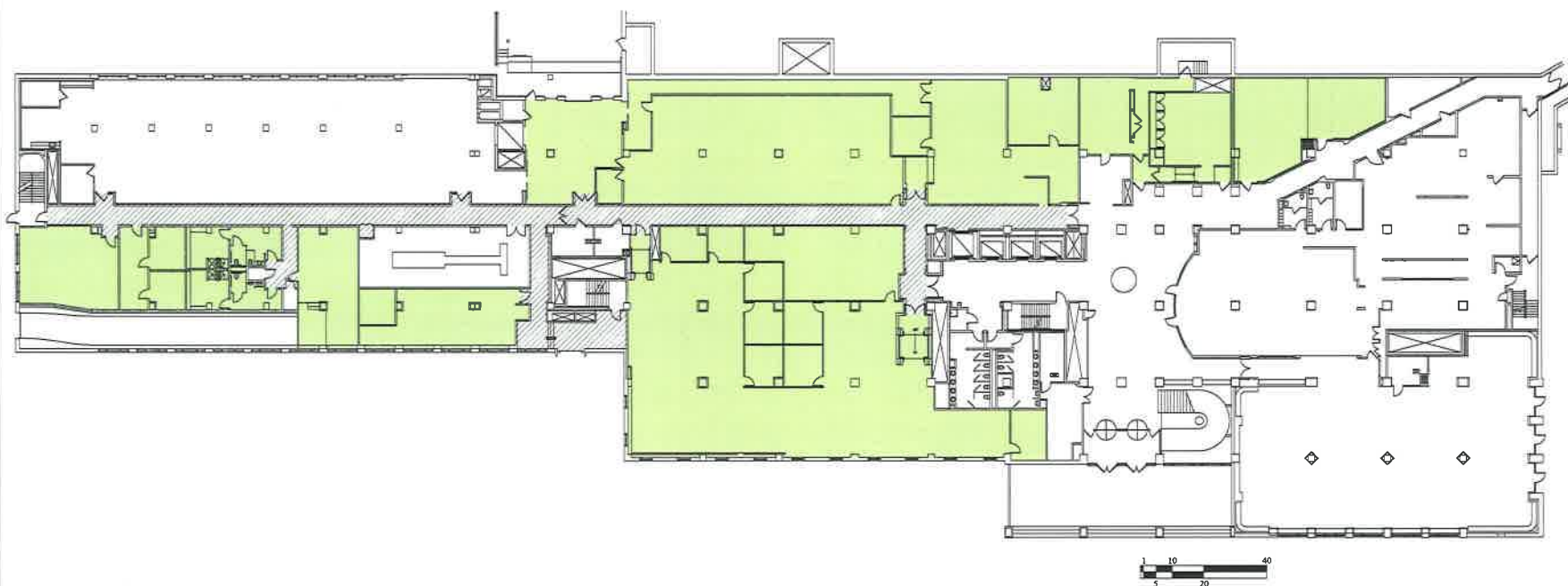
G0231010962-LL

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



Department - Division

Department of Transportation

19,980 Sq. Ft. Office

2,376 Sq. Ft. Prorated Portion of Shared Space



State
of
Minnesota

Department
of
Administration

Real Estate and
Construction
Services

Transportation
Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

MDOT Contract #: 1001209 807 FY 12-13

Ground Floor

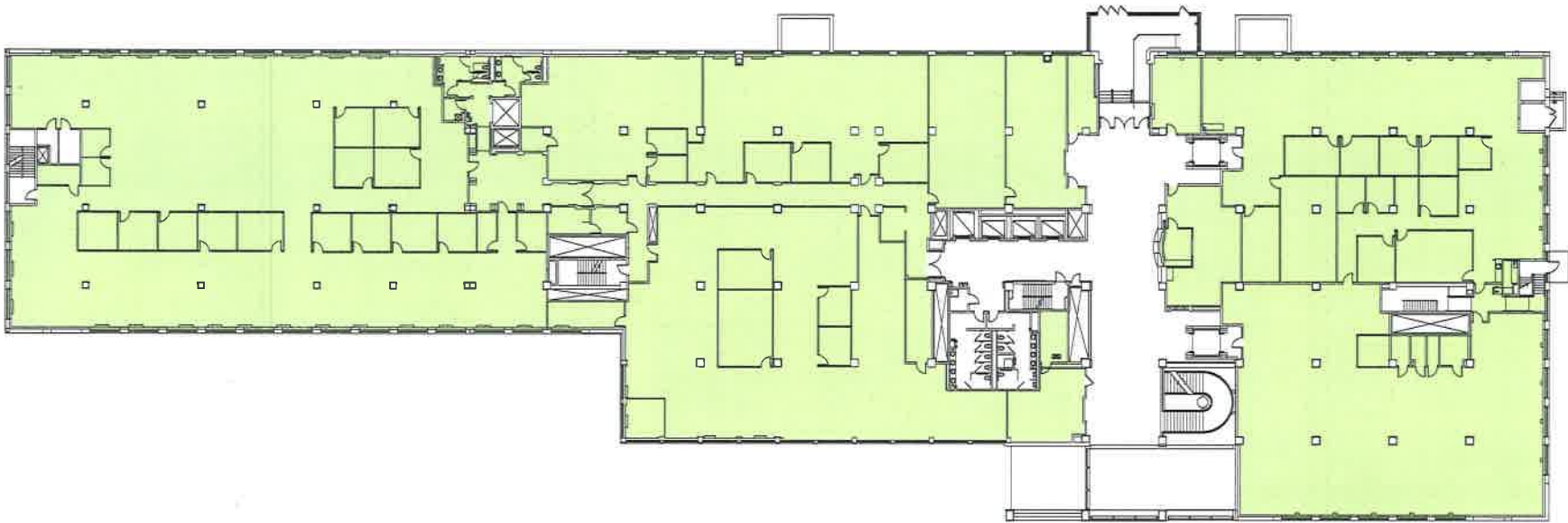
G0231010562-GR

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



Department - Division

Department of Transportation

44,296 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

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

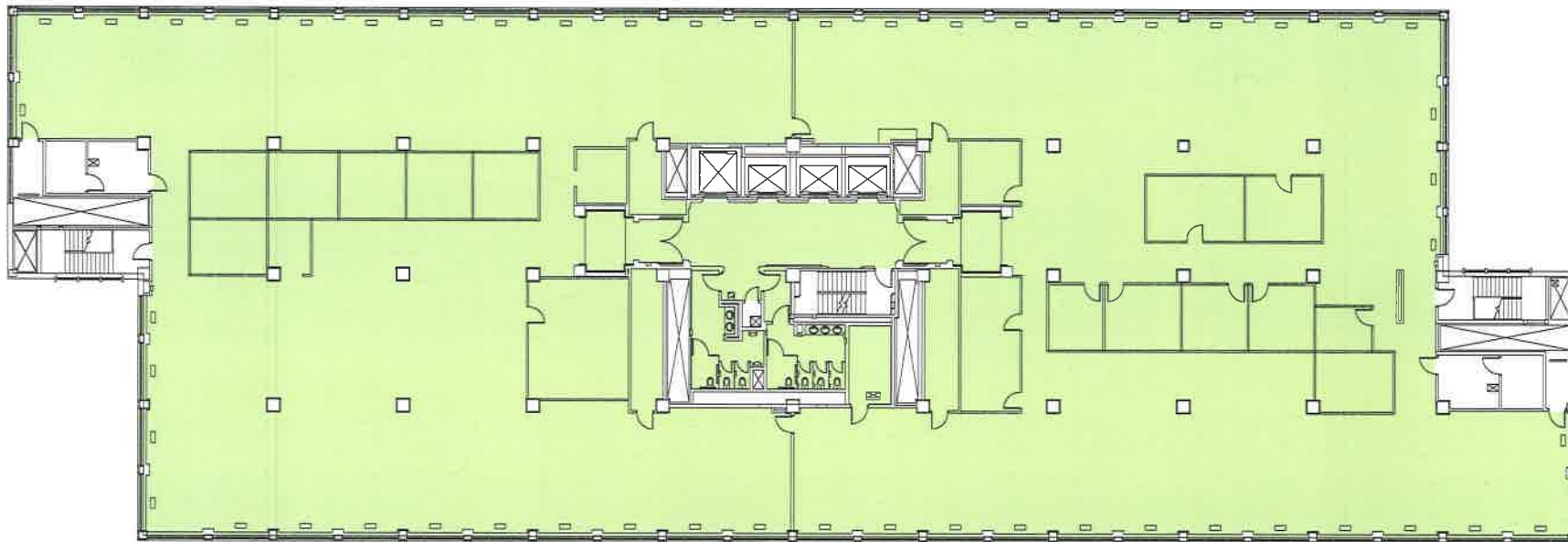
MNDOT Contract #: 1001209 807 FY 12-13

First Floor

G0231010562-01

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

EXHIBIT A



Department - Division

Department of Transportation

22,821 Sq. Ft. Office



State
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Minnesota

Department
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Administration

Real Estate and
Construction
Services

Transportation
Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

MNDOT Contract #: 1001209 807 FY 12-13

Second Floor

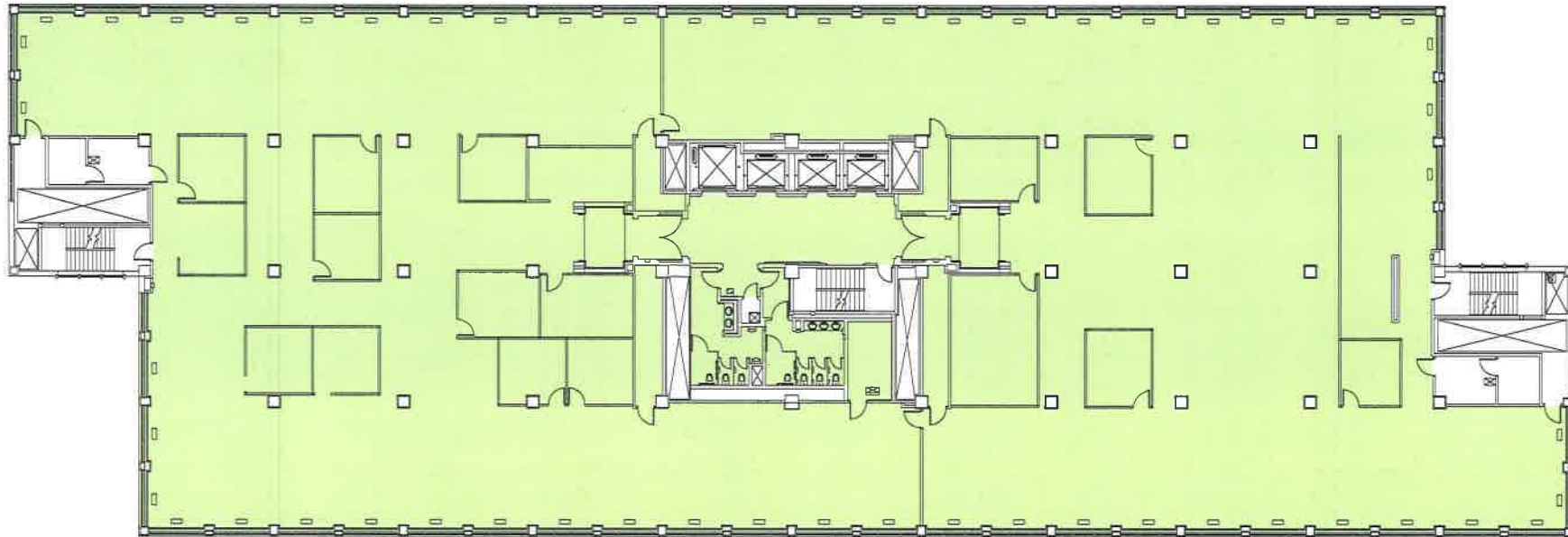
G0231010562-02

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



Department - Division

Department of Transportation

22,866 Sq. Ft. Office



State
of
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Department
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Administration

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Services

Transportation
Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

MNDOT Contract #: 1001209 807 FY 12-13

Third Floor

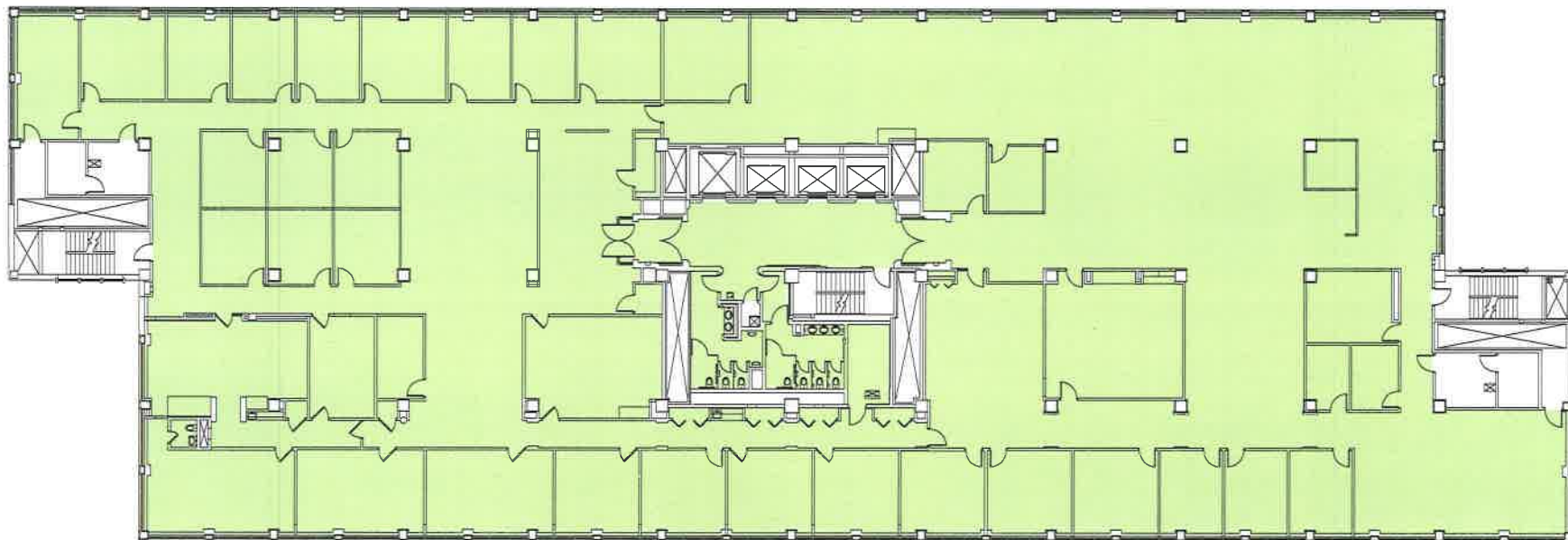
G0231010562-03

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



Department - Division

Department of Transportation

22,711 Sq. Ft. Office



State
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Transportation
Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

MNDOT Contract #: 1001209 807 FY 12-13

Fourth Floor

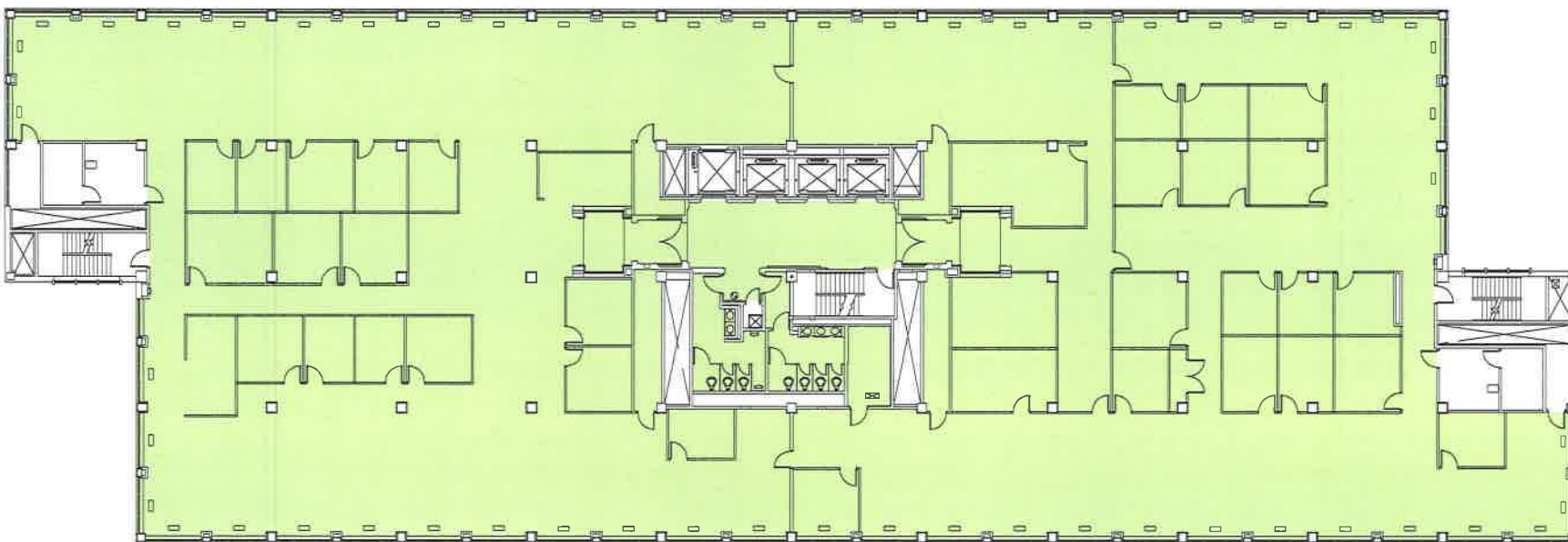
G0231010562-04

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



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



State
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 Minnesota

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 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

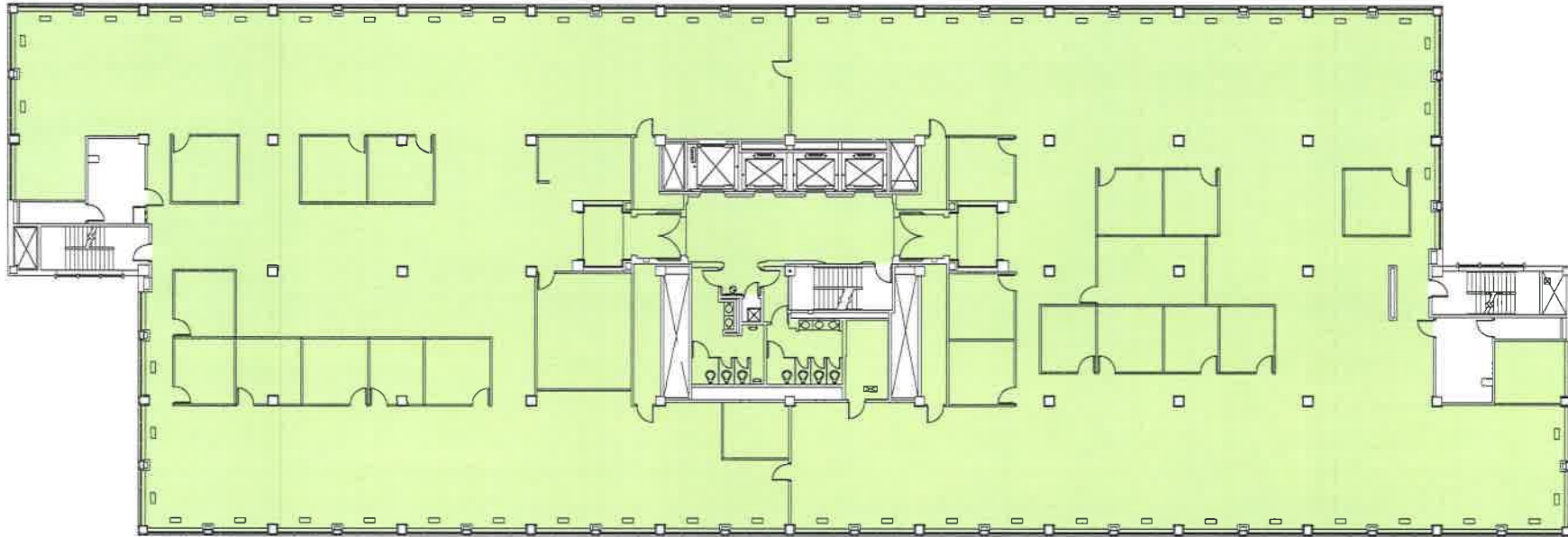
Notes / Remarks
 FY12-FY13 Lease Renewal
 5/1/2011

MNDOT Contract #: 1001209 807 FY 12-13

Fifth Floor
 G0231010562-05

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

EXHIBIT A



Department - Division

Department of Transportation

23,278 Sq. Ft. Office



State
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Building

310105

Notes / Remarks

EY12-FY13 Lease Renewal
5/1/2011

MNDOT Contract #: 1001209 807 FY 12-13

Sixth Floor

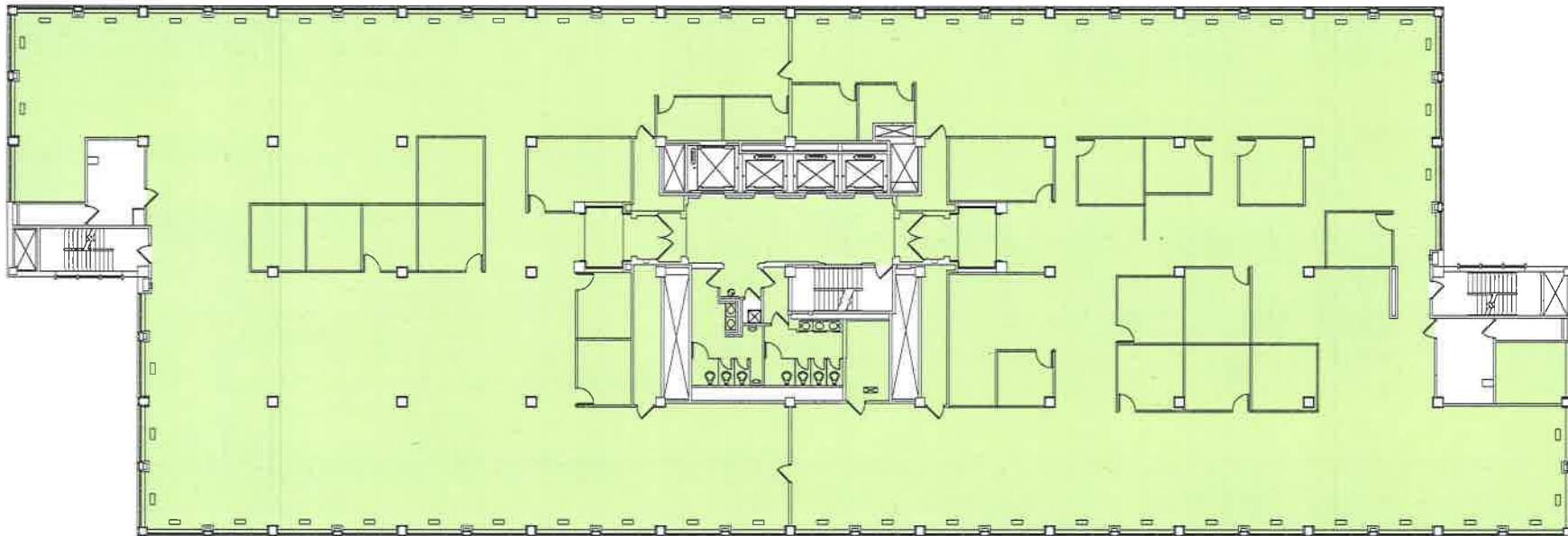
G0231010562-06

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



Department - Division

Department of Transportation

23,253 Sq. Ft. Office



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Services

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Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

MNDOT Contract #: 1001209 807 FY 12-13

Seventh Floor

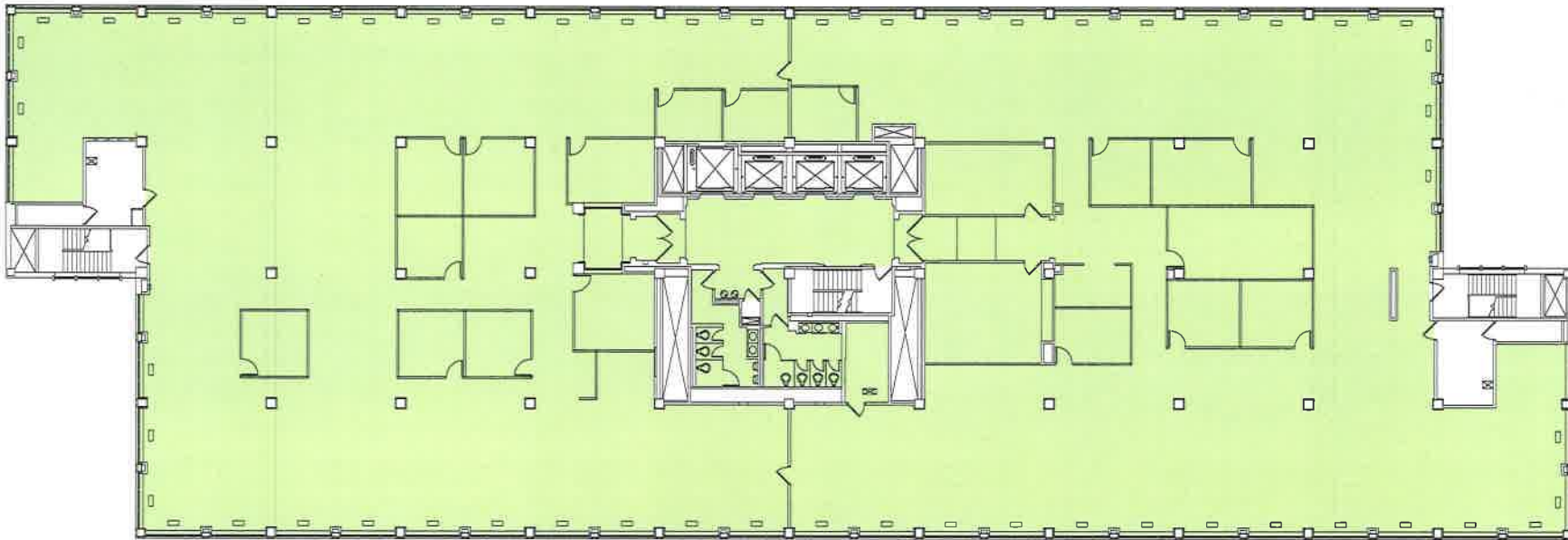
G0231010562-07

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



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



State
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 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

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

MNDOT Contract #: 1001209 807 FY 12-13

Eighth Floor
 G0231010562-08

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

I. DUTIES OF LESSOR

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

1. **BUILDING MANAGEMENT SERVICES** LESSOR shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental issues, Indoor Environmental Quality (IEQ) issues, recycling, reuse and sustainability issues and integrated pest management issues related to the Leased Premises or building. The Building Manager shall be the contact person for all building-related work and concerns. Contact 651.201.2300 or check website: www.admin.state.mn.us/pmd for more information.
 - a. **Construction, Remodeling and Renovation Work**
 - (i) LESSOR shall inform LESSEE in writing, of construction, remodeling or renovation work being initiated or coordinated by LESSOR in the Leased Premises or building.
 - (ii) LESSOR shall communicate and coordinate LESSEE initiated work with the Department of Administration's Division of Real Estate and Construction Services (RECS) and other building tenants.
 - b. **Carpet Replacement** LESSOR shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Unsafe carpet will be repaired or replaced at discretion of LESSOR. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LESSOR. Selection by LESSEE shall be made from LESSOR sample selections. If LESSEE desires any carpet and LESSOR does not have funding available, LESSOR will contract, install and invoice LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity.
 - c. **Interior Decoration** LESSOR shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of seven (7) years under normal use. LESSOR financial obligation not to exceed contract amount. Selection shall be made by LESSEE from LESSOR sample selections. If LESSEE desires a different type of wall treatment or a different quality of paint, LESSOR will contract and invoice LESSEE. LESSOR shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity.
 - d. **Window Treatments** LESSOR shall repair or replace exterior, perimeter window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum useful life of fifteen (15) years. The determination is to be made at the discretion of LESSOR. Exterior window treatments will be selected from the State Contract. If LESSEE chooses to select a different exterior window treatment that is not under State Contract, LESSEE shall pay the portion above the State Contract rate. If LESSEE desires a different type of window treatment, LESSOR will contract and invoice the LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of LESSEE and any related costs shall be borne by LESSEE.
 - e. **Ceiling Tiles** LESSOR shall replace damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of LESSOR.
 - f. **Rental Space** To make rental space suitable for offices, LESSOR shall perform interior decorating according to the schedules outlined above. LESSOR shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LESSOR. LESSOR shall not fund accommodations or changes to rental space in order to meet specialized needs of LESSEE.
- The above terms and conditions in items a-f apply only when funding has not been appropriated for this purpose.
- g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LESSOR shall provide engineering, preventative maintenance, maintenance, repair and replacement services on mechanical/operating systems and equipment within the building that are LESSOR-owned and under LESSOR'S custodial control.
 - h. **Grounds Maintenance Services** LESSOR shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe access and egress. This shall include the following:
 - (i) Snow and ice removal (to meet local jurisdiction requirements).
 - (ii) Exterior maintenance of turf, shrubs, trees and plants.
 - (iii) Cleaning and removal of debris.

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

2. UTILITY SERVICES

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

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

3. **RECYCLING, REUSE AND SUSTAINABILITY**

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

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

a. **Office Cleaning**

- Daily: Empty trash receptacles; replace liners, as necessary.
Vacuum carpeted main traffic aisles, moving furniture, as necessary.
Return furniture to original position.
Pick up litter in remainder of other carpeted areas.
Spot clean carpeting.
Spot clean partitions/door glass.
- Weekly: Vacuum carpeted areas.
Dust mop hard surface main traffic aisles.
Dust exposed areas on desks/credenzas/work surfaces.
Dust mop hard surface areas.
Wet mop hard surface areas.
Detail dust accessible furniture.
Dust windowsills, radiators, etc. (below 6 feet).
- Monthly: Spot clean walls and doors.
- Semi-Annual: Clean door frames.
Dust accessible exterior window blinds, where applicable.
Clean ceiling vents (under 12 feet).
Clean-carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip cleaning or rotary shampooing.
- As Needed: Empty recyclable materials and coordinate material pick up.
- NOTE: Detail dusting in an office setting shall be done only in accessible areas. LESSOR shall not move personal items and electronic equipment to clean or dust and shall trash only waste receptacles and items marked "trash."

b. **Lobby/Entrance Cleaning**

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

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

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

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

- Daily: Dust accessible areas.
Wet mop other areas.

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

e. Restroom Sanitation

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

- Monthly: Machine scrub floors.
Sanitize waste receptacles.

- Semi Annually: Deep clean cycling.

f. Miscellaneous Cleaning

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

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

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

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

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

II. DUTIES OF LESSEE

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

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

C. RECYCLING, REUSE AND SUSTAINABILITY

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

D. HAZARDOUS WASTE

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

E. ELECTRONIC DEVICES AND FURNITURE LESSEE is responsible for agency owned equipment and office furniture must be disposed at LESSEE'S expense.**F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES**

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

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

G. USE OF SPACE

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

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

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

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

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

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

LEASE NO. **807**
FISCAL YEAR: **14-15****DEPARTMENTAL LEASE**

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

TERMS AND CONDITIONS:

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

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

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2013 and continuing through June 30, 2015.

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

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

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

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

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

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

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Estes
REAL ESTATE AND CONSTRUCTION SERVICES
AUG 15 2013
Date _____

LESSEE:
TRANSPORTATION

By Susan Stein
Title Division Director
Date 8-13-13

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
PLANT MANAGEMENT DIVISION

By Ka-Sueydy
Title Bus Operations Mgr
Date 7-15-13

STATE ENCUMBRANCE VERIFICATION

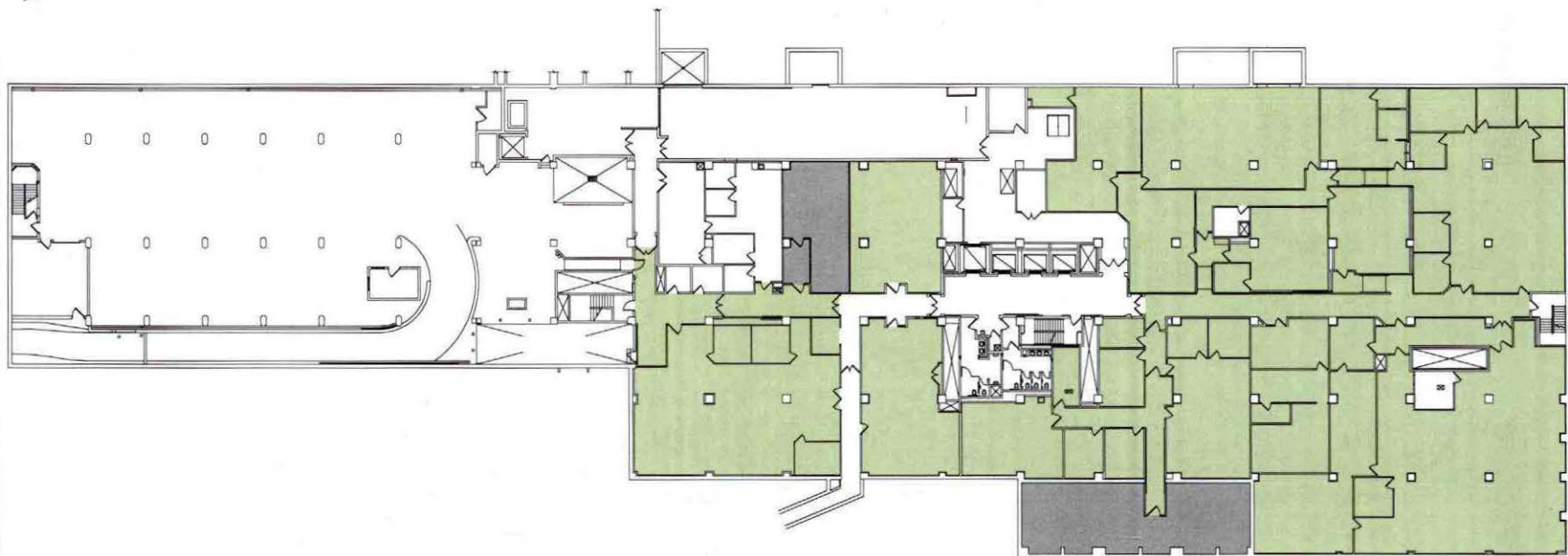
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By Karen Peters
Date 8-7-2013
Contract No. 66817 P.O. 3-14220

Minnesota Department of Transportation
Contract Management Section, Office of Administration

By [Signature]
Title Min/DOT Contracts Administrator
Date 8-13-2013

EXHIBIT A



Department - Division
 Department of Transportation

25,668 Sq. Ft. Office

2,238 Sq. Ft. Storage



State
 of
 Minnesota

Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

Notes / Remarks

FY12-FY13 Lease Renewal
 5/1/2011

Basement

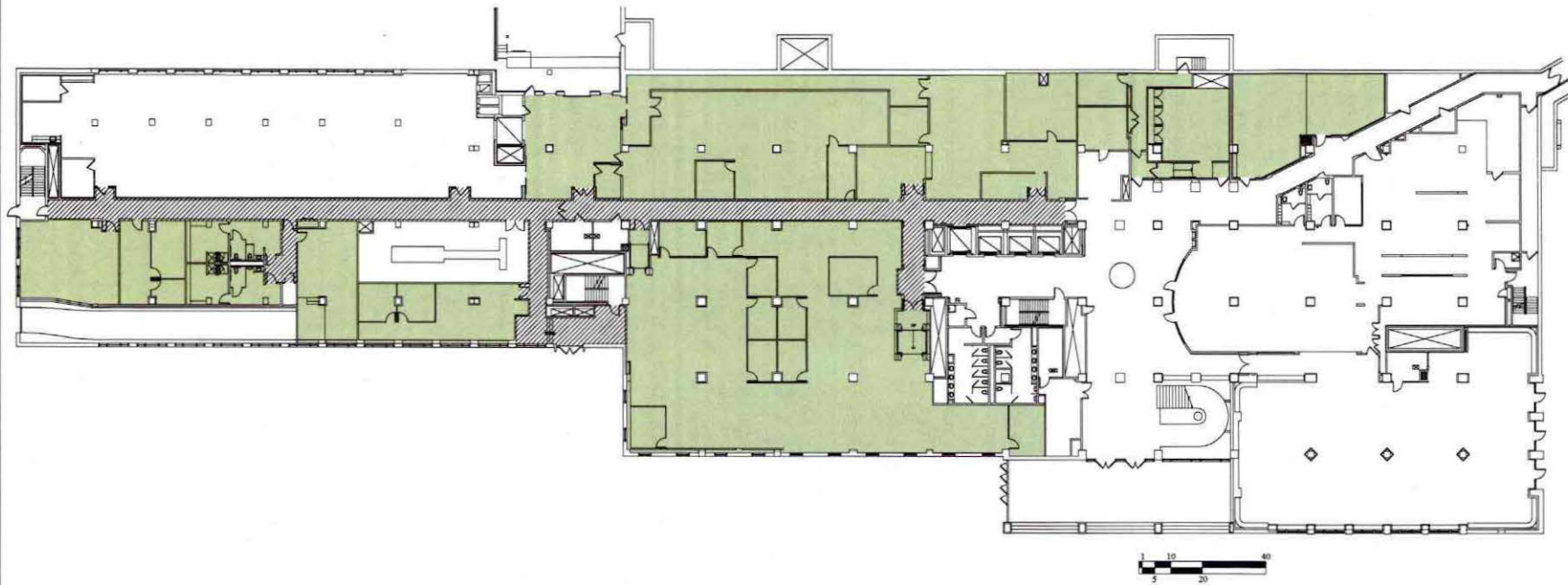
G0231010562-LL

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



Department - Division

Department of Transportation

19,980 Sq. Ft. Office

2,376 Sq. Ft. Prorated Portion of Shared Space



State of Minnesota

Department of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

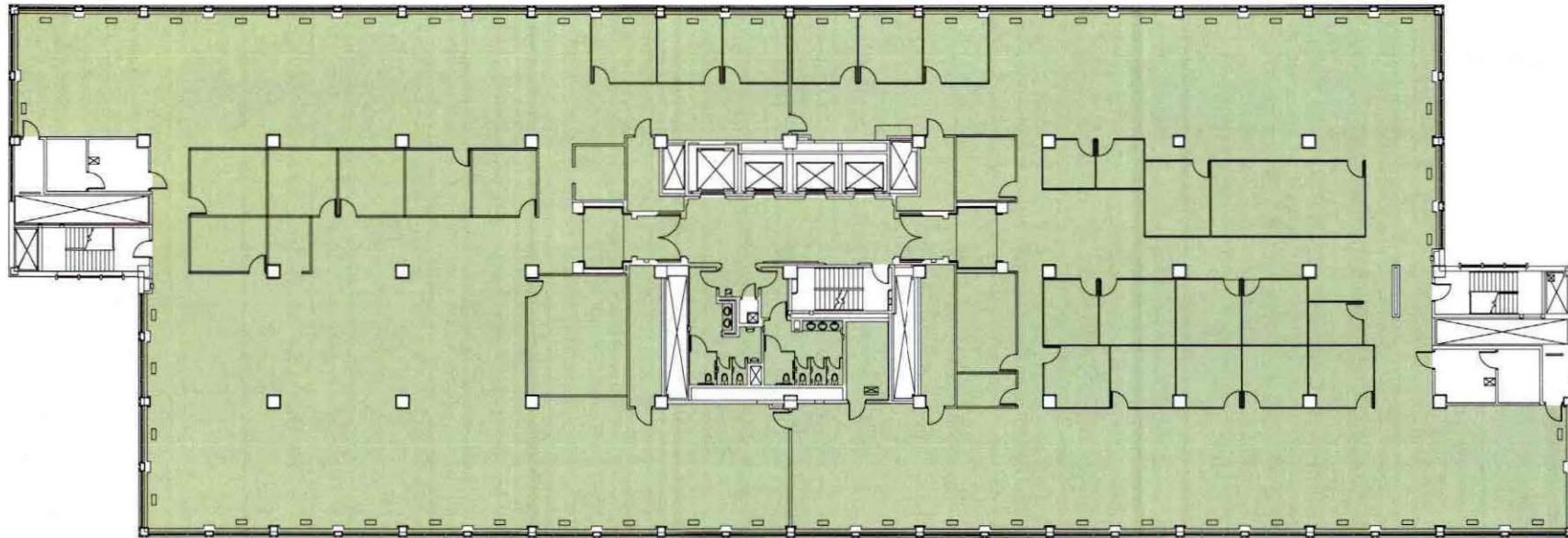
Ground Floor

G0231010562-GR

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



EXHIBIT A



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



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks

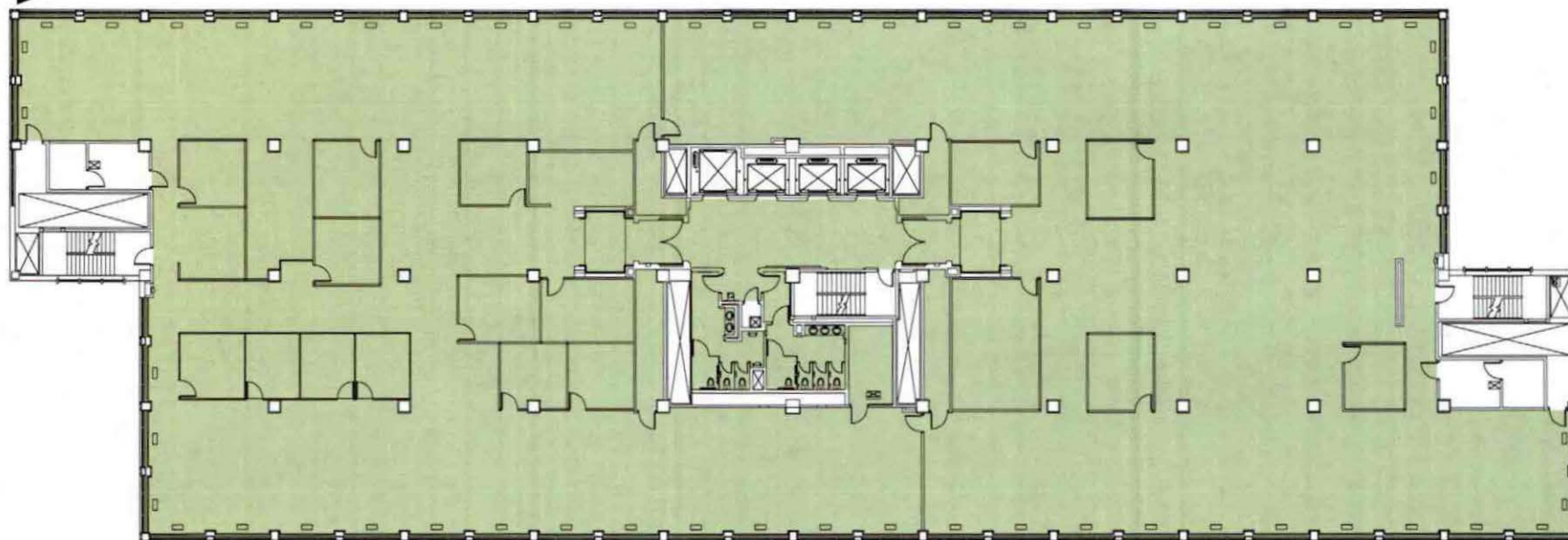
FY12-FY13 Lease Renewal
3/1/2011

Second Floor

G0231010562-02

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

EXHIBIT A



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



State
 of
 Minnesota

Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

Notes / Remarks

FY12-FY13 Lease Renewal
 5/1/2011

Third Floor

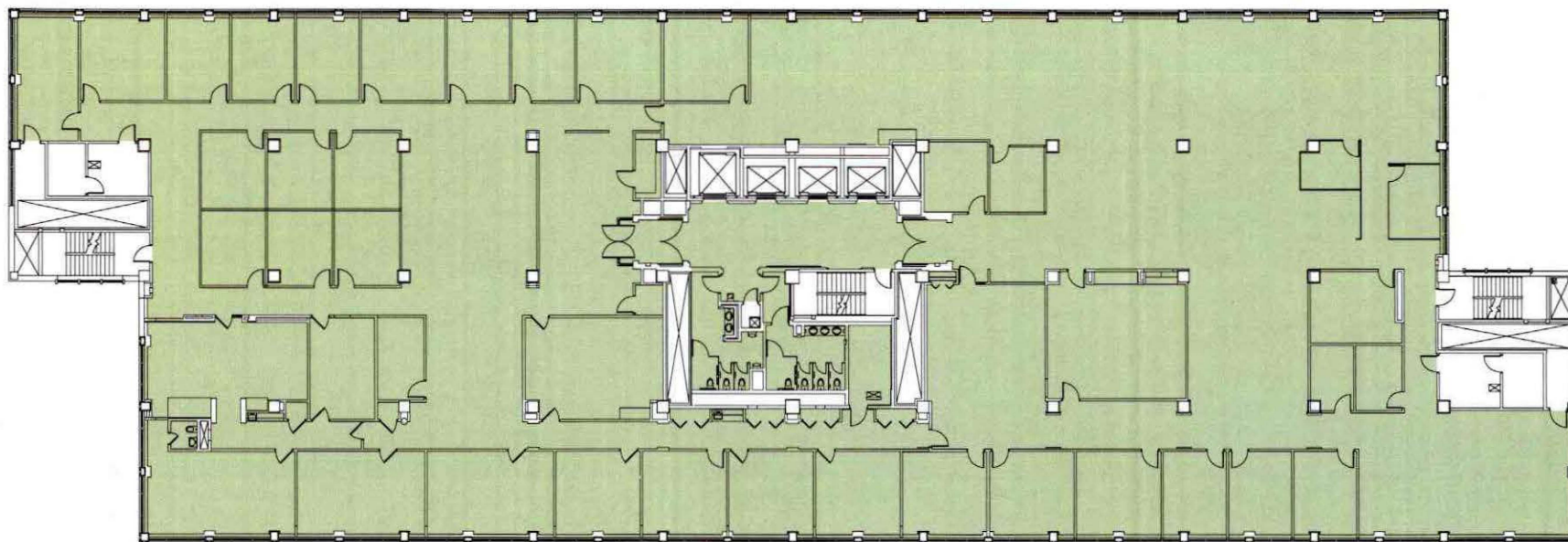
G0231010562-03

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



Department - Division

Department of Transportation

22,711 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration

Real Estate and
Construction
Services

Transportation
Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

Fourth Floor

G0231010562-04

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:



Department
of
Administration

Transportation
Building

310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

Fifth Floor

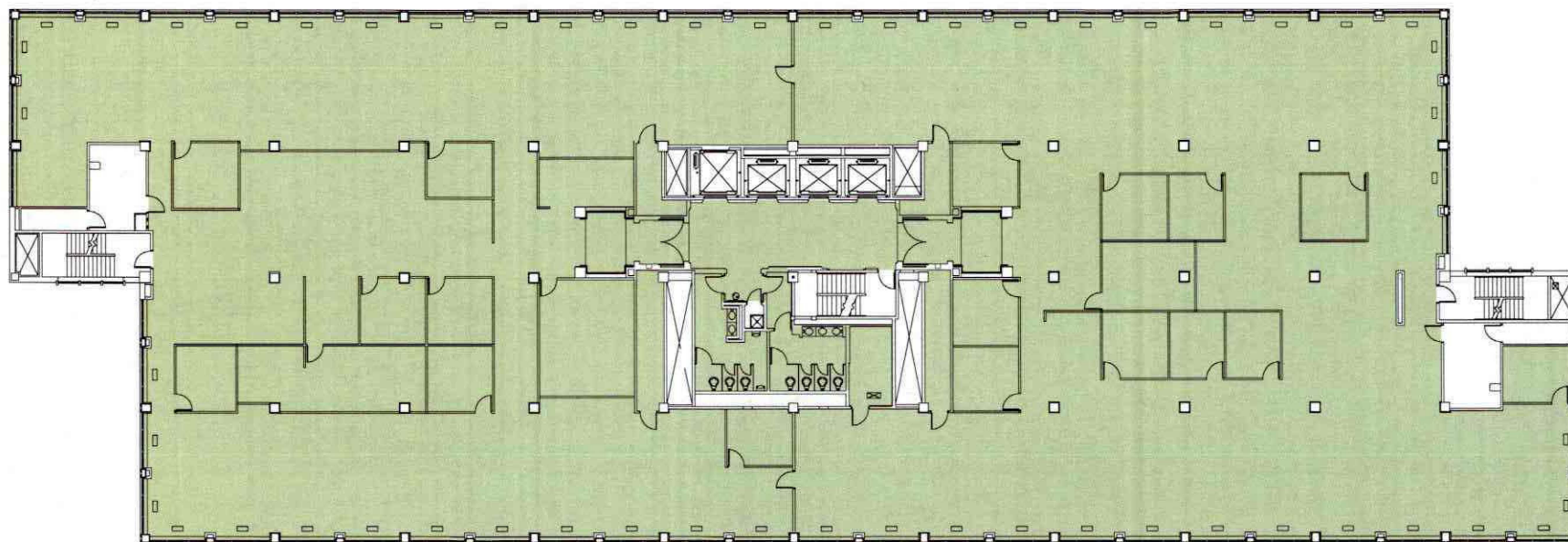
G0231010562-05

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



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



State
 of
 Minnesota

Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

Notes / Remarks

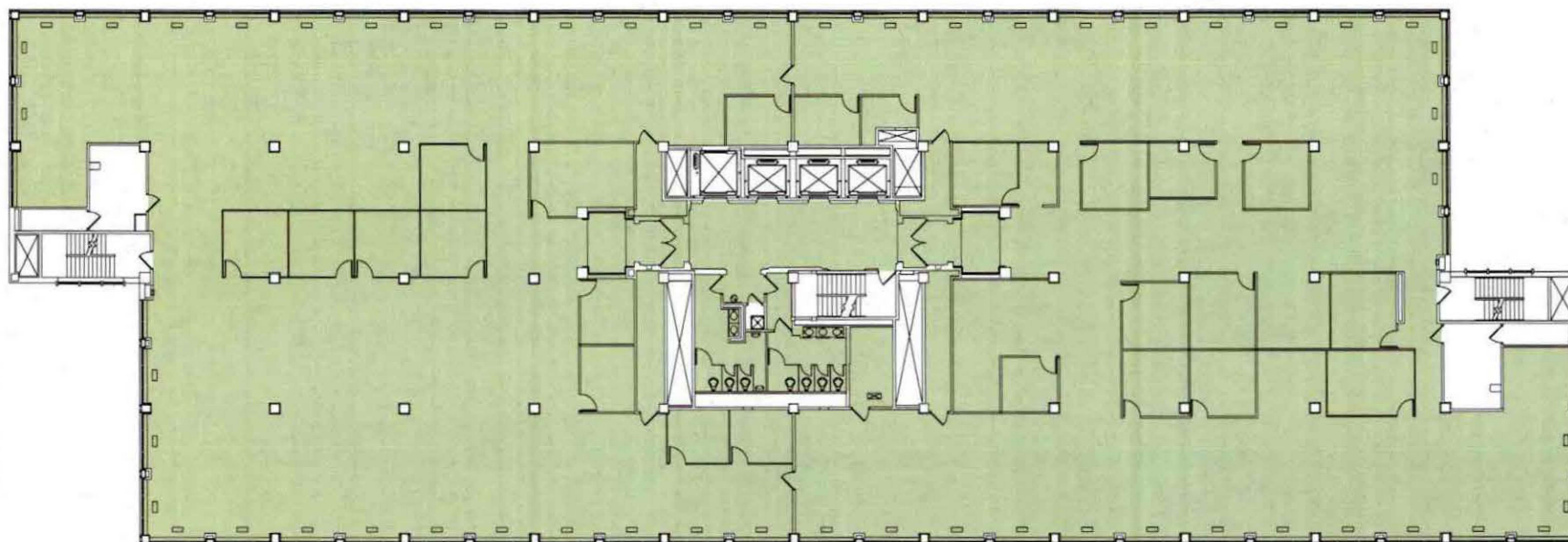
FY12-FY13 Lease Renewal
 5/1/2011

Sixth Floor

G0231010562-06

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

EXHIBIT A



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



State
 of
 Minnesota

Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

Notes / Remarks

FY12-FY13 Lease Renewal
 5/1/2011

Seventh Floor

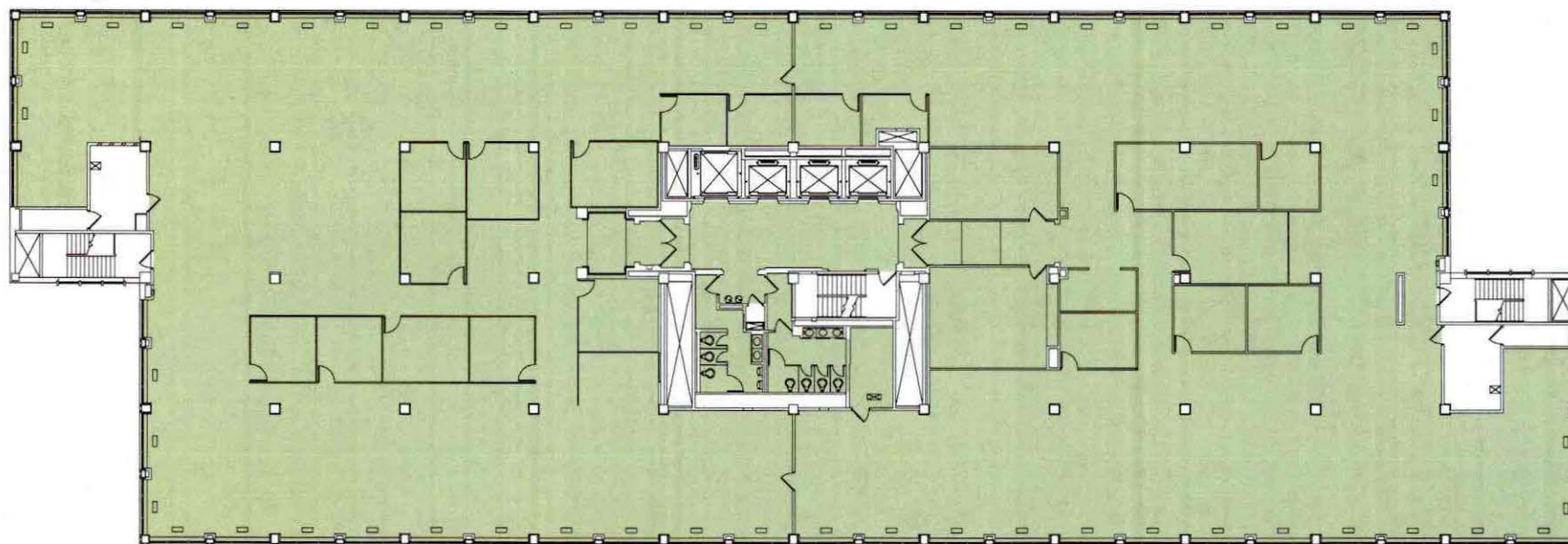
G0231010562-07

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



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



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

Eighth Floor

G0231010562-08

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

I. DUTIES OF LESSOR

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

2. UTILITY SERVICES

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

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

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

3. RECYCLING, REUSE AND SUSTAINABILITY

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

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

a. Office Cleaning

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

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

b. Lobby/Entrance Cleaning

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

c. Hard Surface Floor Care – Common Areas

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

d. Hard Surface Floor Care – Work Areas

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

e. Restroom Cleaning

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

- Monthly: Machine scrub floors.
Sanitize waste receptacles.

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

f. Shower room/stall cleaning

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

g. Miscellaneous Cleaning

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

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

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

II. DUTIES OF LESSEE

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

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

C. RECYCLING, REUSE AND SUSTAINABILITY

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

D. HAZARDOUS WASTE

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

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

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

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

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

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

G. USE OF SPACE

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

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

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

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

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

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

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

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

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

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

O. MODIFICATIONS TO LEASED SPACE

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

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

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

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

STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

MnDOT Contract No. Lease # 807

Federal Project No.

State Project No.

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

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

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

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

From IT Spend Master 2013 Summary - Department Summary

Tom Vesley
email 7/26/13

OITS Space - DOT

First Floor

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

Basement

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

TOTAL 24,405 $\times 16.60 = 405,123$

$$\begin{array}{l}
 \text{Storage/Setup } 1,780 \times 6.50 = 11,570 \\
 \text{Office } 32,625 \times 16.60 = 375,575 \\
 \hline
 387,145
 \end{array}$$

DEPARTMENTAL LEASE

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

TERMS AND CONDITIONS:

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

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

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2015 and continuing through June 30, 2017.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

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

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

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

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

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

LESSOR:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Eites
REAL ESTATE AND CONSTRUCTION SERVICES

Date SEP 23 2015

LESSEE:

TRANSPORTATION

By Jan Johansen
Title Director, Support Services

Date 9/11/2015

APPROVED:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
PLANT MANAGEMENT DIVISION

By Ken Seedy
Title Bus Operations Mgr

Date 8.25.15

STATE ENCUMBRANCE VERIFICATION

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

By Charles Gillingham
Date 9/11/2015

Contract No. 3000261801

Minnesota Department of Transportation
Contract Management

By: Nyssa Daulton
Date: 9/21/15



State
of
Minnesota

Department
of
Administration

Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks

FY16-17 Lease Renewal
5/1/2015

Ground Floor

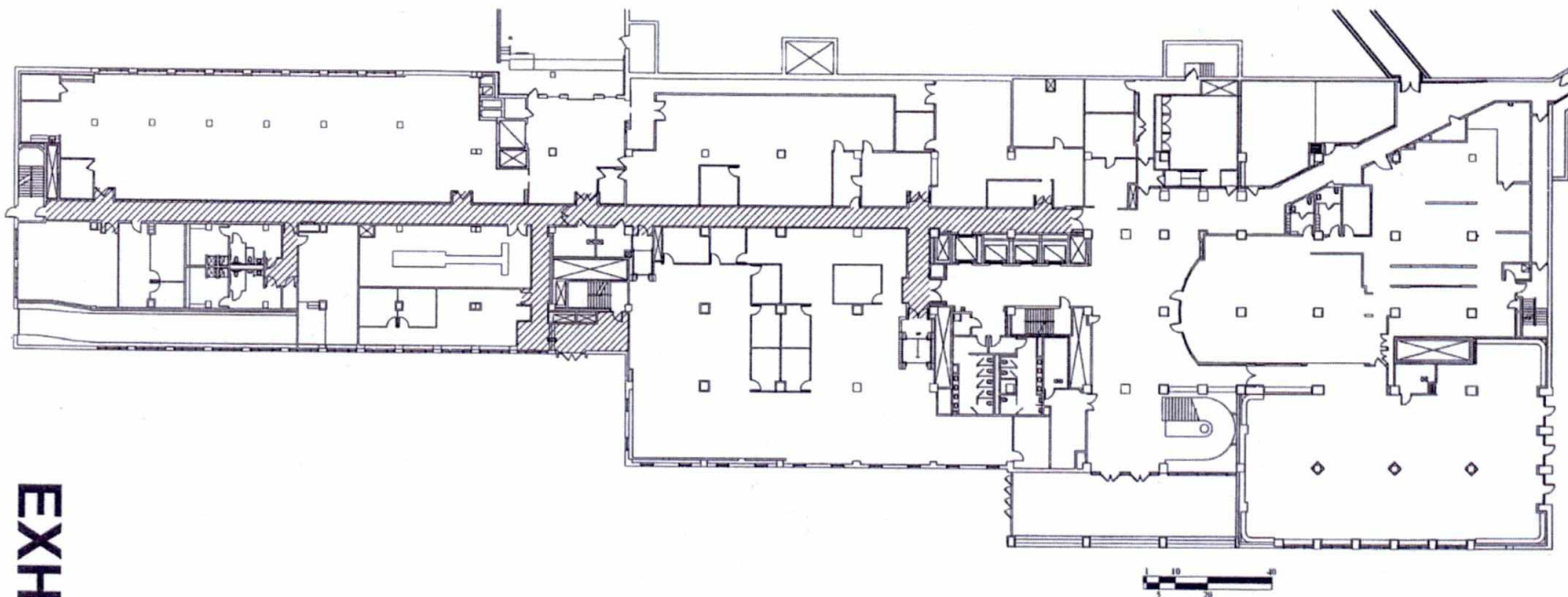
G023101562-GR

Drawn By: J. P. Smith

Checked By: C. Gustrom

Approved By:

1 of 1



Department - Division

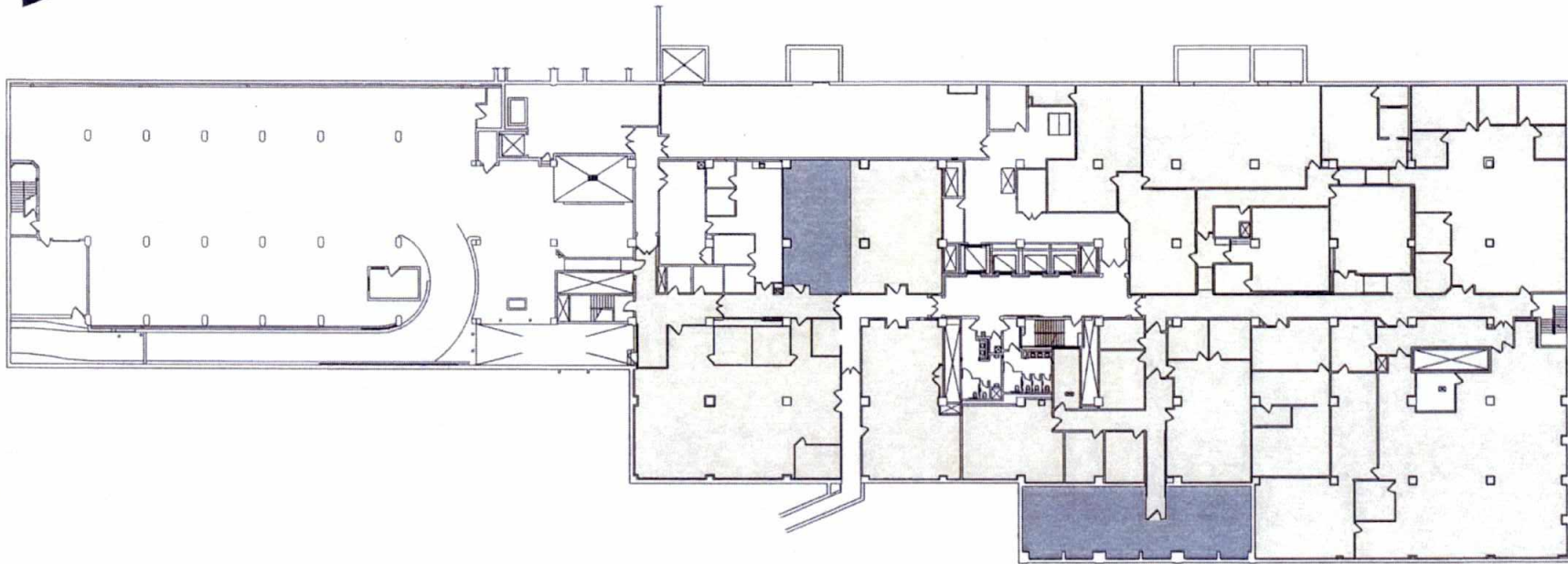
Department of Transportation

19,749 Sq. Ft. Office

2,373 Sq. Ft. Prorated Portion of Shared Space

EXHIBIT A

EXHIBIT A



Department - Division

Department of Transportation

□ 25,668 Sq. Ft. Office

■ 2,238 Sq. Ft. Storage



State
of
Minnesota

Department
of
Administration

Real Estate and
Construction
Services

Transportation
Building

310105

Notes / Remarks

FY16-FY17 Lease Renewal
5/1/2015

MNDOT Contract # 1001209A03

Basement

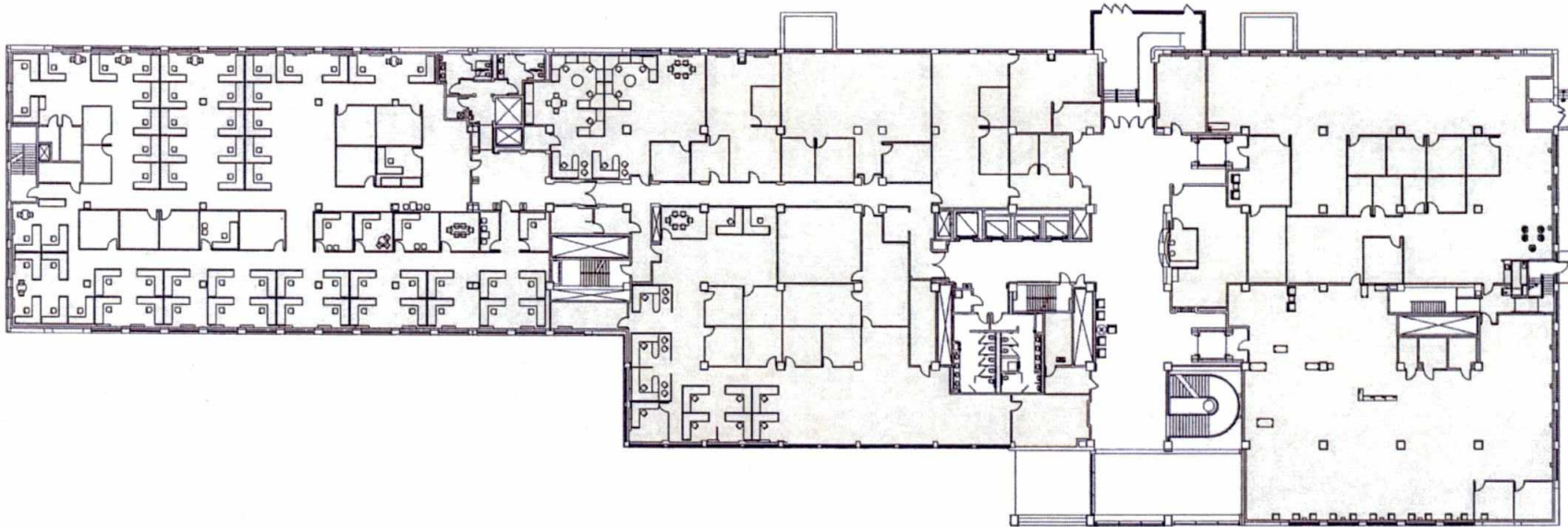
G02-000562-LL

Drawn By: J. Beach
Checked By: Bergstrom
Approved By:

2 of 13

Page 3 of 13 Intentionally left blank

EXHIBIT A



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



State
 of
 Minnesota

Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

Notes / Remarks
 FY16-FY17 Lease Renewal
 5/1/2015

First Floor
 G023140562-01
 MNDOT Contract # 1001209A03
 4 of 13

Drawn By: J. J. Jash
 Checked By: J. J. Jash
 Approved By: J. J. Jash

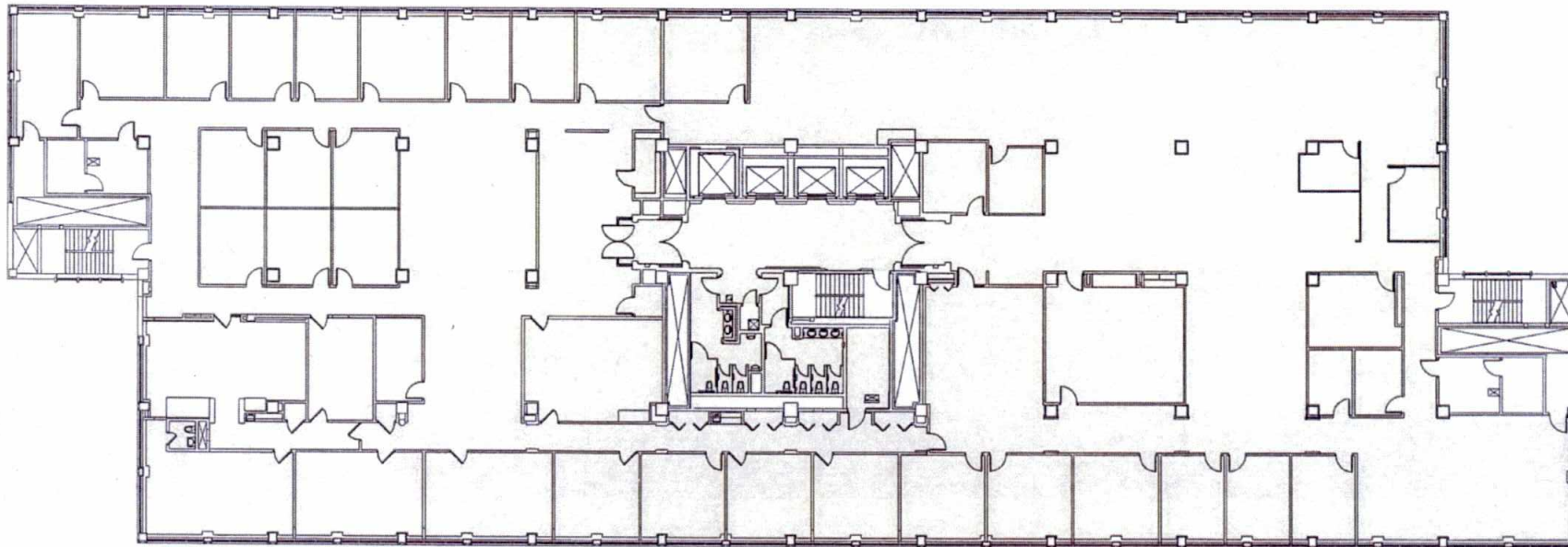


MnDOT Contract#: 1001209A03

This is a detailed architectural floor plan of the first floor of the National Assembly building, located within the National Palace in Bucharest. The plan is oriented horizontally, with the entrance area on the left. The central part of the floor features a large, open hall with a prominent staircase. To the right of the central hall, there are several smaller rooms and corridors. The drawing is executed in black ink on a light background, showing the layout of the building's first floor.



EXHIBIT A



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



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks
FY16-FY17 Lease Renewal
5/1/2015

MNDOT Contract # 1001209A03

Fourth Floor
G0231010562-04

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



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks
EX116-PT17 Lease Renewal
5/1/2015

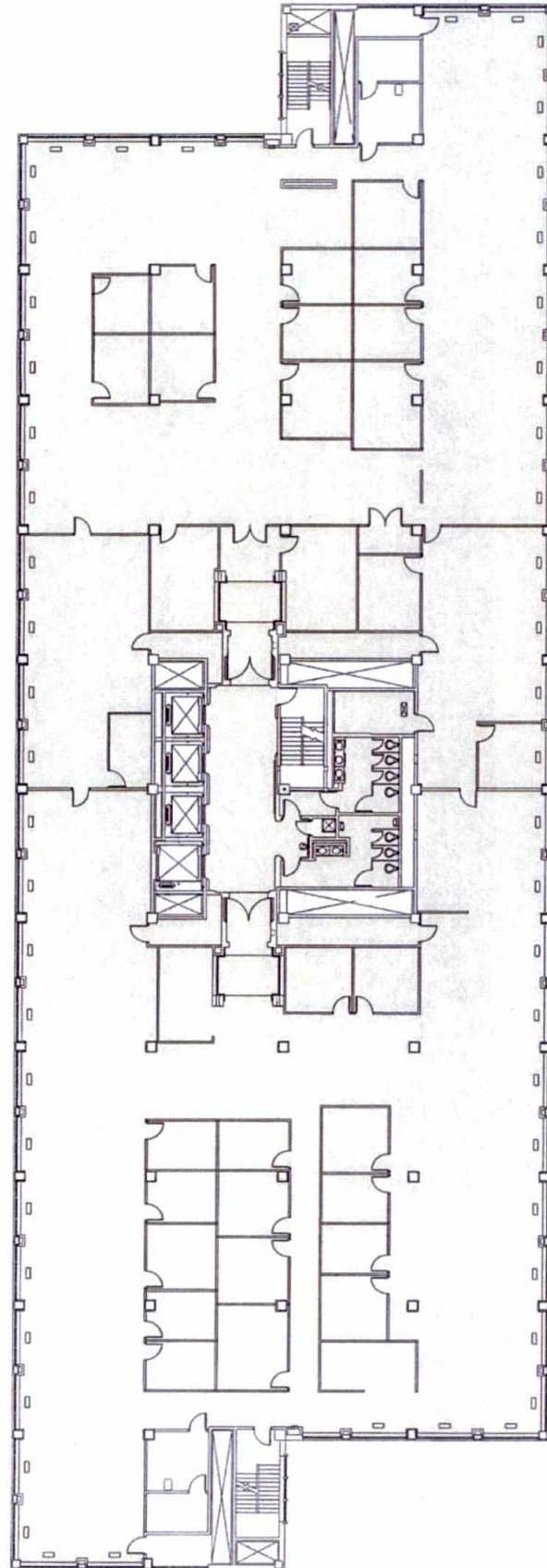
MnDOT Contract # 1001209A03

Fifth floor
G0217W-603-05

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

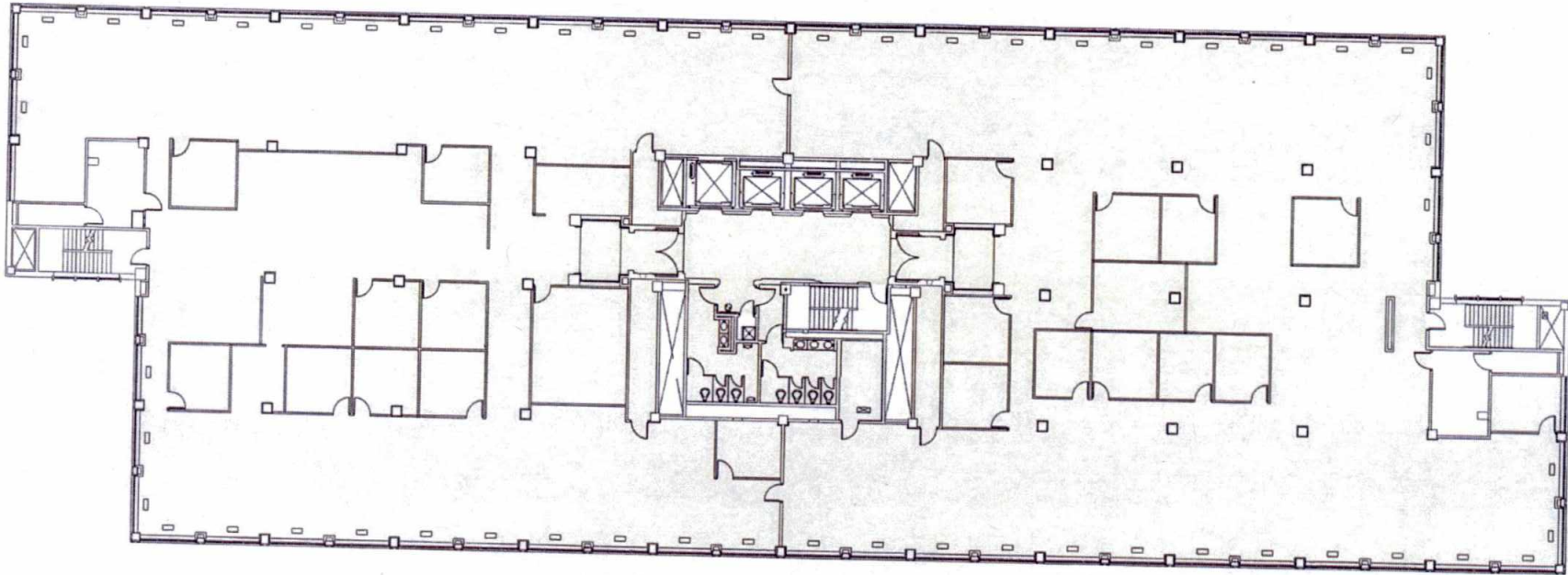
8 of 13

EXHIBIT A



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

EXHIBIT A



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



State
 of
 Minnesota

Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

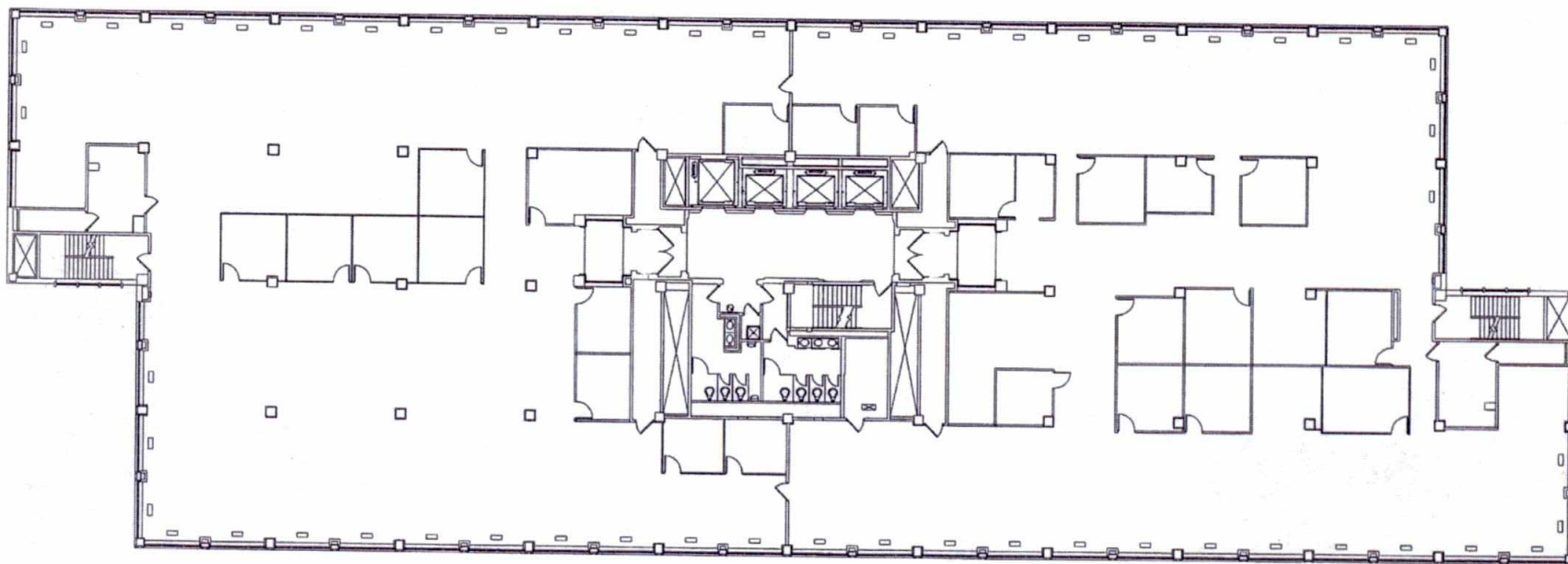
Notes / Remarks
 FY16-FY17 Lease Renewal
 5/1/2015

MNDOT Contract #: 1001209A03

Sixth Floor
 G02310105-02-06

Drawn By: J. Pro
 Checked By: C. Peterson
 Approved By:

EXHIBIT A



Department - Division

Department of Transportation

□ 23,253 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration

Real Estate and
Construction
Services

Transportation
Building

310105

Notes / Remarks

FY16-FY17 Lease Renewal
5/1/2015

Seventh Floor

G0237070562-07

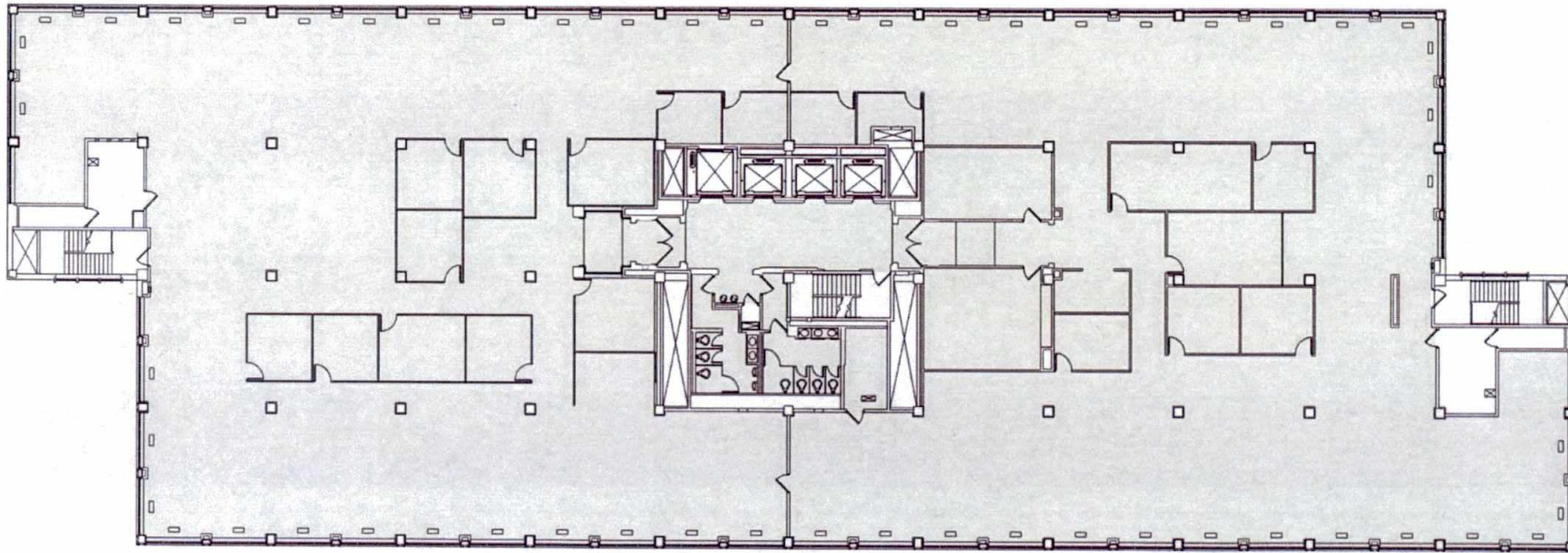
Drawn By: J. J. H. H.

Checked By: C. J. H. H.

Approved By:

MNDOT Contract # 1001209A03

EXHIBIT A



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



State
 of
 Minnesota
 Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

Notes / Remarks
 FY16-FY17 Lease Renewal
 5/1/2015

Eighth Floor
 00231010562-08

Drawn By: J. Nash
 Checked By: J. Gustrom
 Approved By:

MnDOT Contract # 1001209A03

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

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

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

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

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

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and under LESSOR'S custodial control.

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

2. UTILITY SERVICES

- a. Heating** LESSOR shall provide the Leased Premises with heating facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LESSOR may provide LESSEE with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:

 - (i) From October 1 through April 30, minimum temperatures shall be maintained

 - (a) Between 68° F to 70° F for all occupied areas.
 - (b) Between 65° F to 67° F for all lobbies, corridors and restrooms.
 - (c) Between 60° F to 62° F for all building entrances and storage areas.
 - (d) Temperature settings for all of the above referenced spaces will be lowered to between 60° F and 62° F during non-working hours.
 - (e) At a maximum of 55° F for all unoccupied and all vacated spaces.

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

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

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

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

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

a. Office Cleaning

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

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Semi-Annual: Dust door frames.

Dust accessible exterior window blinds, where applicable.

Clean ceiling vents (under 12 feet).

Clean-carpeted traffic aisles.

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

As Needed: Empty recyclable materials from common area collection containers and coordinate material pick up.

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

b. Lobby/Entrance Cleaning

Daily: Empty/spot clean trash receptacles.
Sweep hard surface floors.
Wet mop hard surface floors.
Clean walk off mats.
Clean door glass; spot clean adjacent glass.
Vacuum carpet.
Clean interior and exterior of elevators.
Wet mop open stairways in winter.
Check/spot clean directories.

Weekly: Detail/dust areas below 6 feet.
Spot clean plate glass windows.
Clean stairway handrails.
Check/ spot clean public area furniture.
Spot clean walls.
Wet mop open stairways.

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

c. Hard Surface Floor Care – Common Areas

Daily: Spot mop spills/splashes.

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

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

d. Hard Surface Floor Care – Work Areas

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

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

MnDOT Contract #: 1001209A03**e. Restroom Cleaning**

- Daily: Check, resupply stock.
Clean mirrors.
Clean stock dispenser.
Empty trash, including sanitary disposal units; spot clean receptacles.
Clean and sanitize toilets, urinals, sinks and countertops.
Clean stainless steel and chrome.
Spot clean doors, both sides.
Spot clean walls with special emphasis around dispensers, sinks and urinals.
Wet mop floor with sanitizing detergent.
- Monthly: Machine scrub floors.
- Semi Annually: Wall to wall deep clean cycling, including all walls, partitions, fixtures and floors.
Sanitize waste receptacles.

f. Shower room/stall cleaning

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

g. Miscellaneous Cleaning

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

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

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

II. DUTIES OF LESSEE

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

MnDOT Contract #: 1001209A03**C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

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

D. HAZARDOUS WASTE

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

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

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

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

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

G. USE OF SPACE

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

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

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

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

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

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

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

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

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

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

8. LESSEE is responsible for all interior ADA accommodations.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

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

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

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

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

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

DEPARTMENTAL LEASE

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

TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Estes
REAL ESTATE AND CONSTRUCTION SERVICES

Date 8/9/17

LESSEE:
TRANSPORTATION

By Suzanne Marie S. Thayer
Title MDOT Office Administration, Director
Date 8-4-2017

STATE ENCUMBRANCE VERIFICATION

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

By [Signature]

Date 8/3/17

Contract No. 99277 / 371519

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By Karen Seely

Title Bus Operations Mgr

Date 8-1-17

Minnesota Department of Transportation
Contract Management

By: [Signature]

Date: 8-8-2017

EXHIBIT A



Department - Division

Department of Transportation

25,668 Sq. Ft. Office

2,238 Sq. Ft. Storage



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks

FY16-FY17 Lease Renewal
5/1/2015

Basement

G0231010562.1.1

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

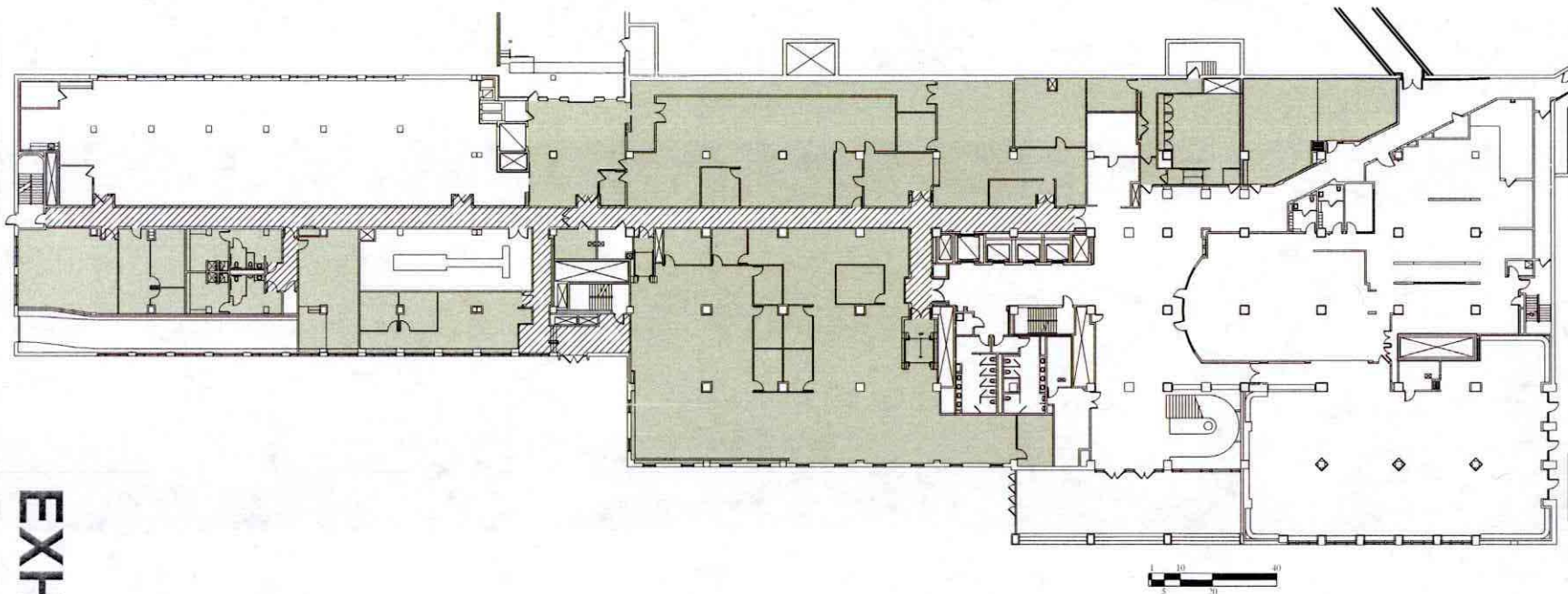
Notes / Remarks

FY16-17 Lease Renewal
5/1/2015

Ground Floor

G0231010562-GR

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



Department - Division

Department of Transportation

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

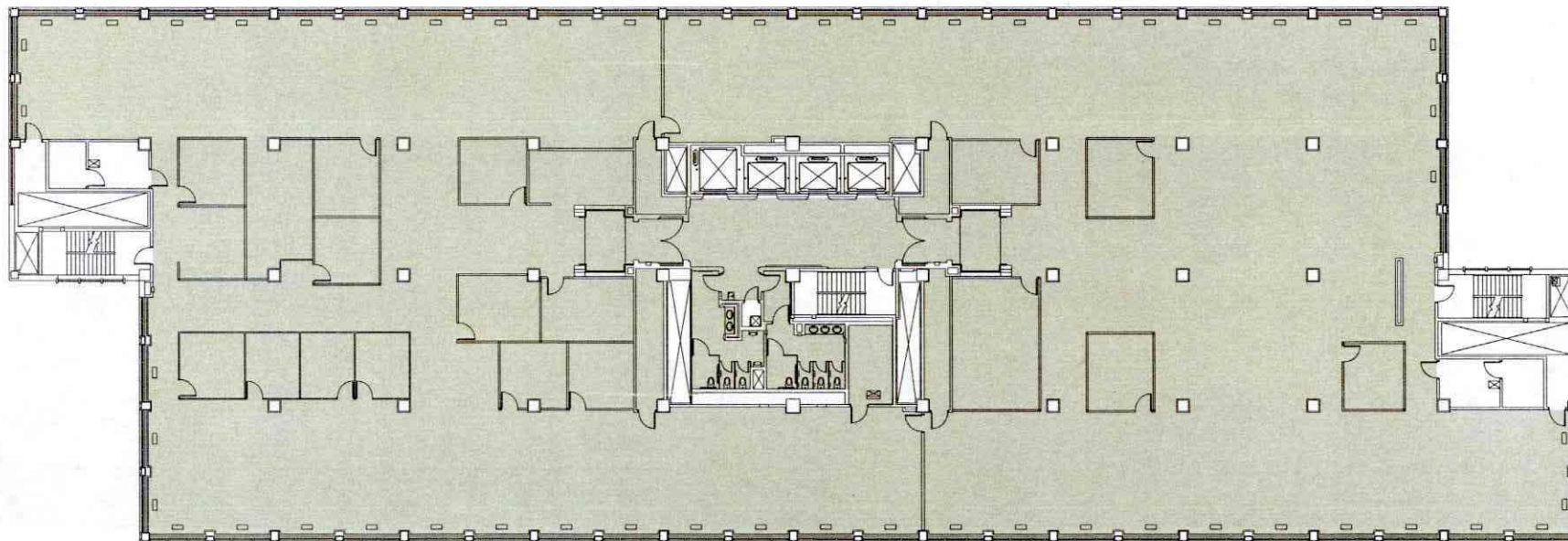
EXHIBIT A

This is a detailed architectural floor plan of the first floor of a building. The plan shows a complex layout with numerous rooms, corridors, and service areas. Key features include a large central hall, several stairwells, and a central core area with elevators. The plan is oriented with the entrance at the top center.





EXHIBIT A



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



State
 of
 Minnesota

Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

Notes / Remarks

FY16-FY17 Lease Renewal
 5/1/2015

Third Floor

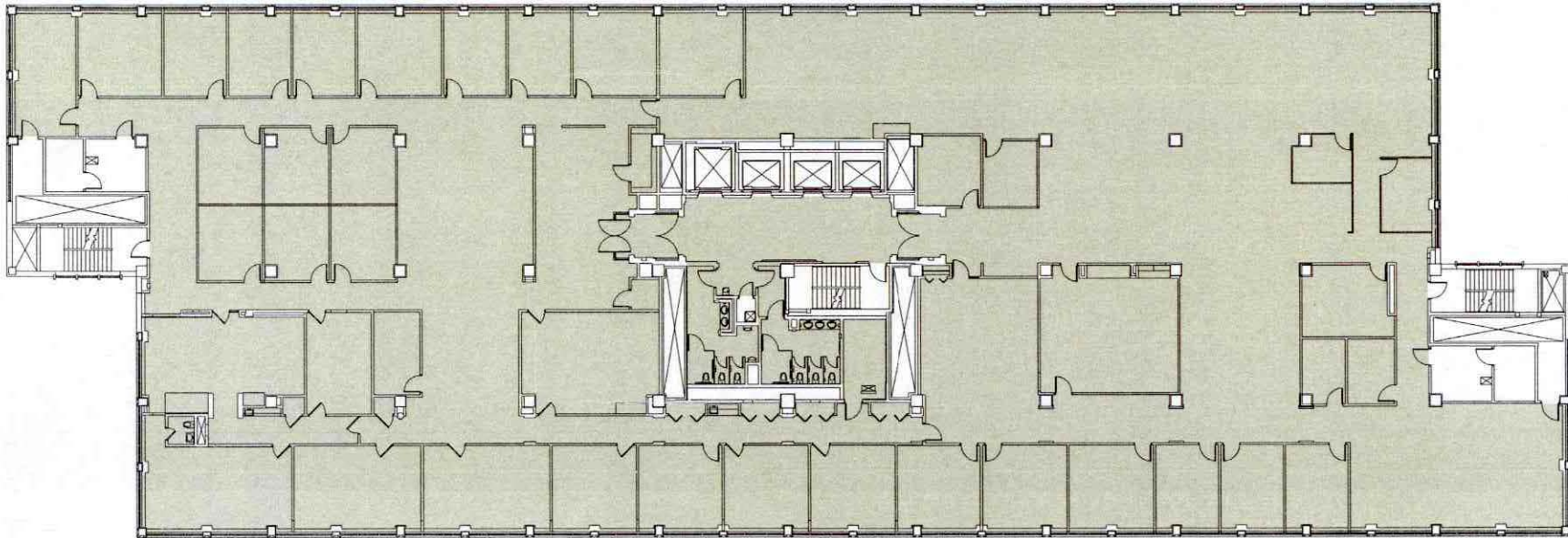
G0231010562-03

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

EXHIBIT A



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



State
 of
 Minnesota

Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

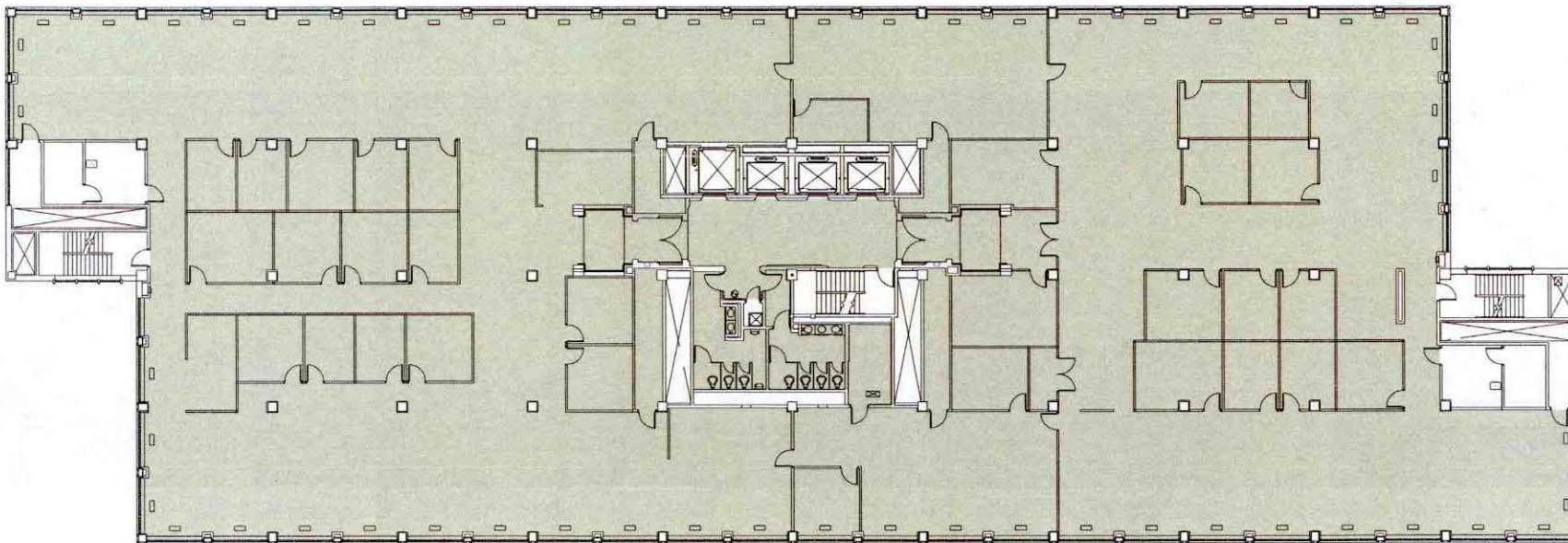
Notes / Remarks
 FY16-FY17 Lease Renewal
 5/1/2015

Fourth Floor

G0231010562-04

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

EXHIBIT A



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



State
 of
 Minnesota

Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

Notes / Remarks

EX116-FY17 Lease Renewal
 5/1/2015

Fifth Floor

G0231010562-05

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:



State
of
Minnesota
Department
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Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks

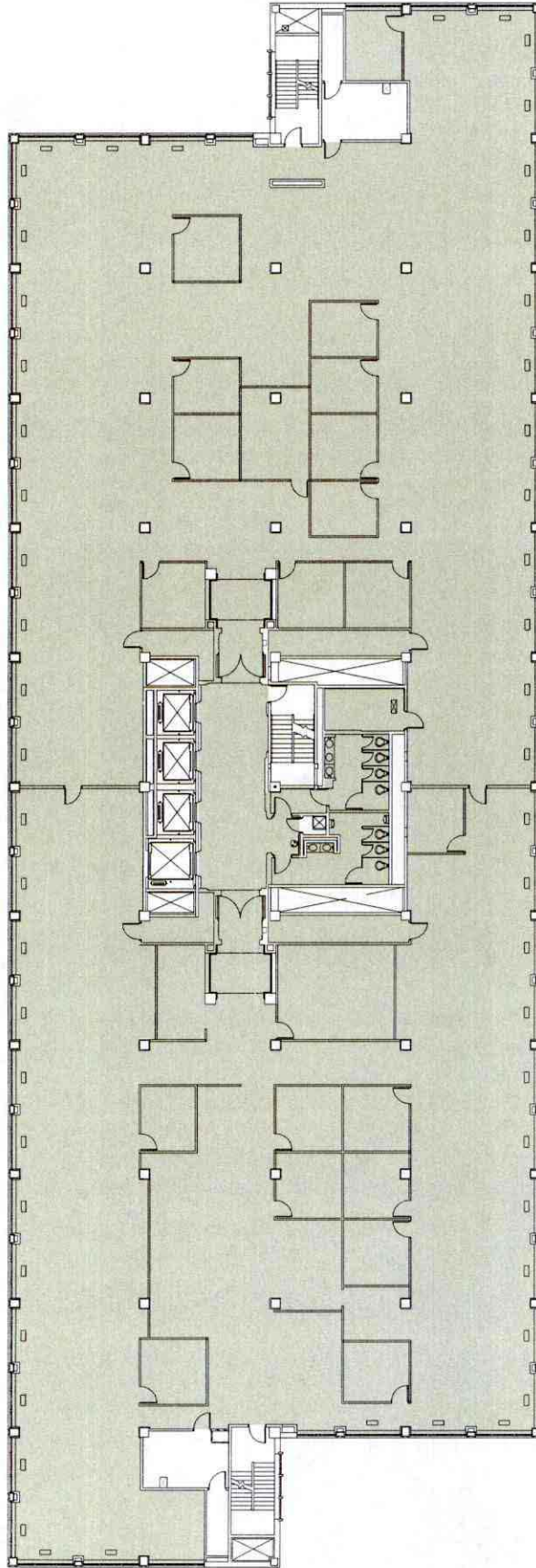
23161217 Lease Renewal
5/1/2015

Sixth Floor
00231010562-06

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

9 of 13

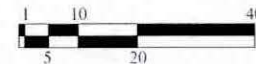
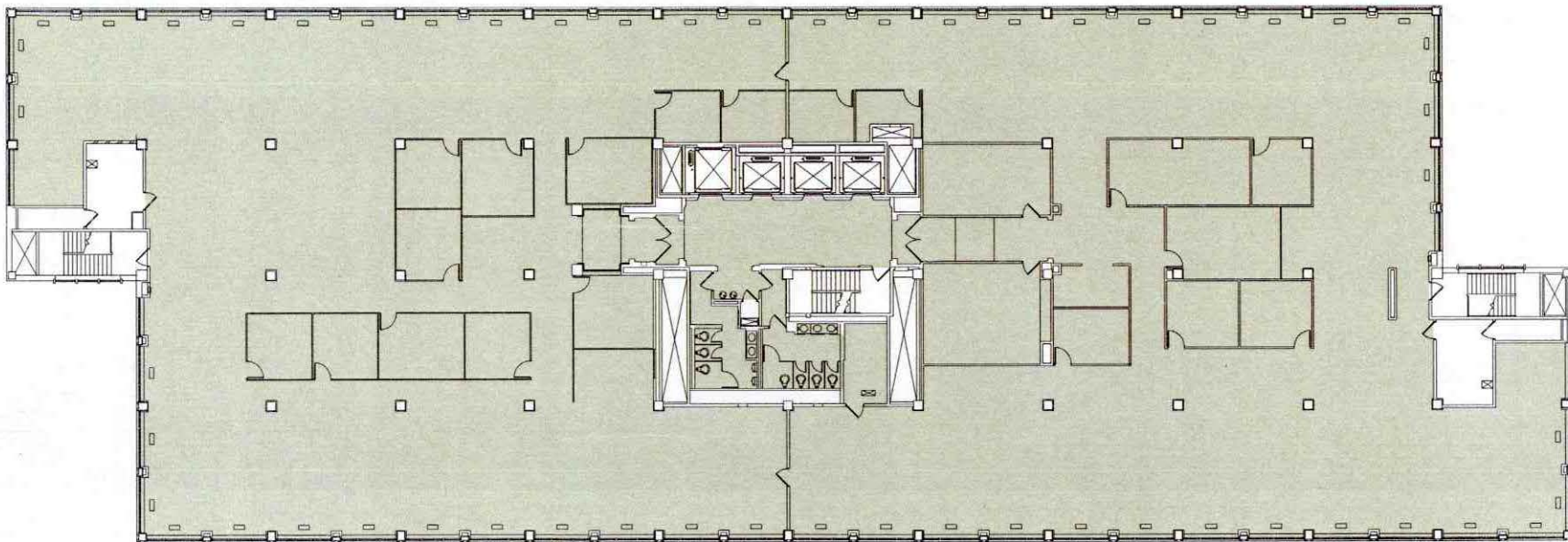
EXHIBIT A



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



EXHIBIT A



Department - Division
Department of Transportation
23,126 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks

EY16-FY171 year Renewal
5/1/2015

Eighth Floor

G0231010562-08

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

I. **DUTIES OF LANDLORD**

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

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

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

2. UTILITY SERVICES

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

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

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

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

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

e. **Electrical**

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

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

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

a. Office Cleaning

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

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

b. Lobby/Entrance Cleaning

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

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

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

c. Hard Surface Floor Care – Common Areas

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

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

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

d. Hard Surface Floor Care – Work Areas

Daily: Dust accessible areas.
Wet mop other areas.

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

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

e. Restroom Cleaning

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

Monthly: Machine scrub floors.
Sanitize waste receptacles.

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

f. Shower room/stall cleaning

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

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

g. Miscellaneous Cleaning

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

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

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

II. **DUTIES OF TENANT**

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

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

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

D. **HAZARDOUS WASTE**

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

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

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

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

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

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

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

G. USE OF LEASED PREMISES

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

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

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

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

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

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

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

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

and other pests from entering.

8. TENANT is responsible for all interior ADA accommodations.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

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

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

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

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

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

K. SIGNAGE

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

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

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

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

N. MODIFICATIONS TO LEASED PREMISES

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

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

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

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

MNDot Contract
1001209

LEASE NO 807
FISCAL YEAR 20-21

DEPARTMENTAL LEASE

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

TERMS AND CONDITIONS.

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

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

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

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

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

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

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

LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By *[Signature]*
REAL ESTATE AND CONSTRUCTION SERVICES
Date 6-28-19

TENANT:
TRANSPORTATION

By *[Signature]*
Title Director
Date 6/28/19

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By *[Signature]*
Title Bus Operations Mgr
Date 6-22-19

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

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

Minnesota Department of Transportation
Contract Management

By: *[Signature]*
Date: 6/28/2019



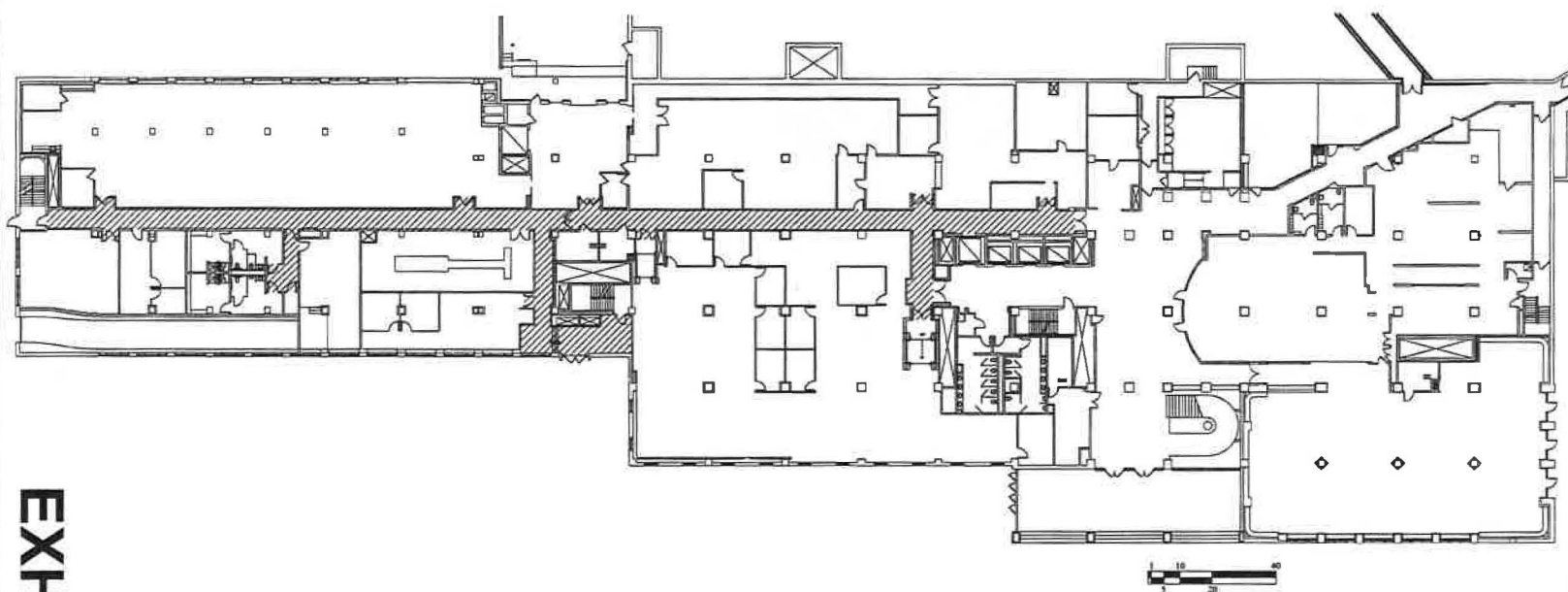
 25,668 Sq. Ft. Office
 2,238 Sq. Ft. Storage



EXHIBIT A



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



State
 of
 Minnesota
 Department
 of
 Administration
 Real Estate and
 Construction
 Services

Transportation
 Building
 310105

Notes / Remarks
 EV16-17 Lease Renewal
 5/1/2015

Ground Floor
 G0231010562-GR

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



State of Minnesota

Department
of
Administration
Real Estate
and Construction
Services

Transportation
Building
G0231010562

Notes / Remarks

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

Second Floor

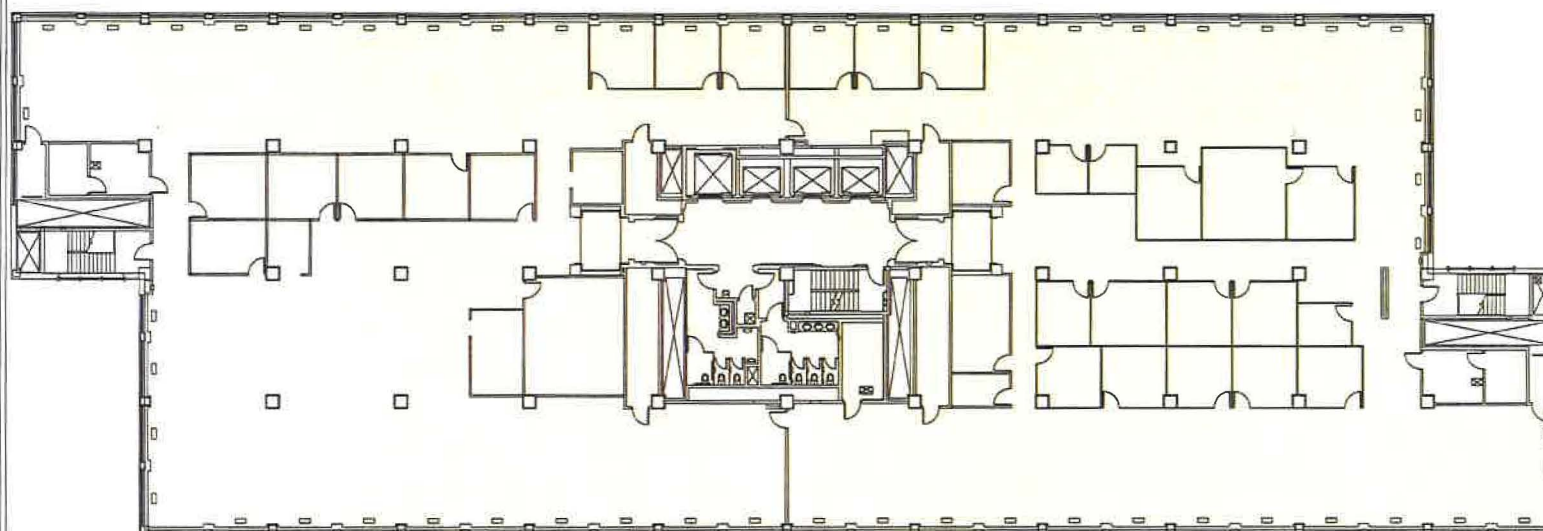
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Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

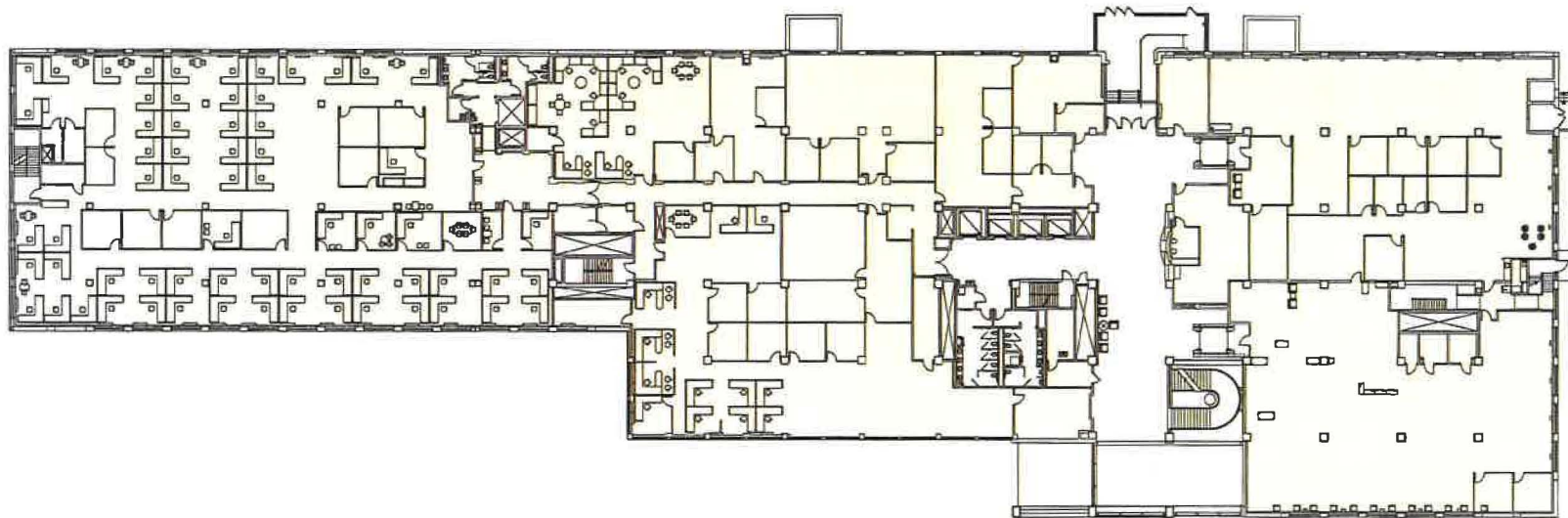
5 of 11



Department - Division

Department of Transportation

EXHIBIT A



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



State
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Department
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Real Estate and
Construction
Services

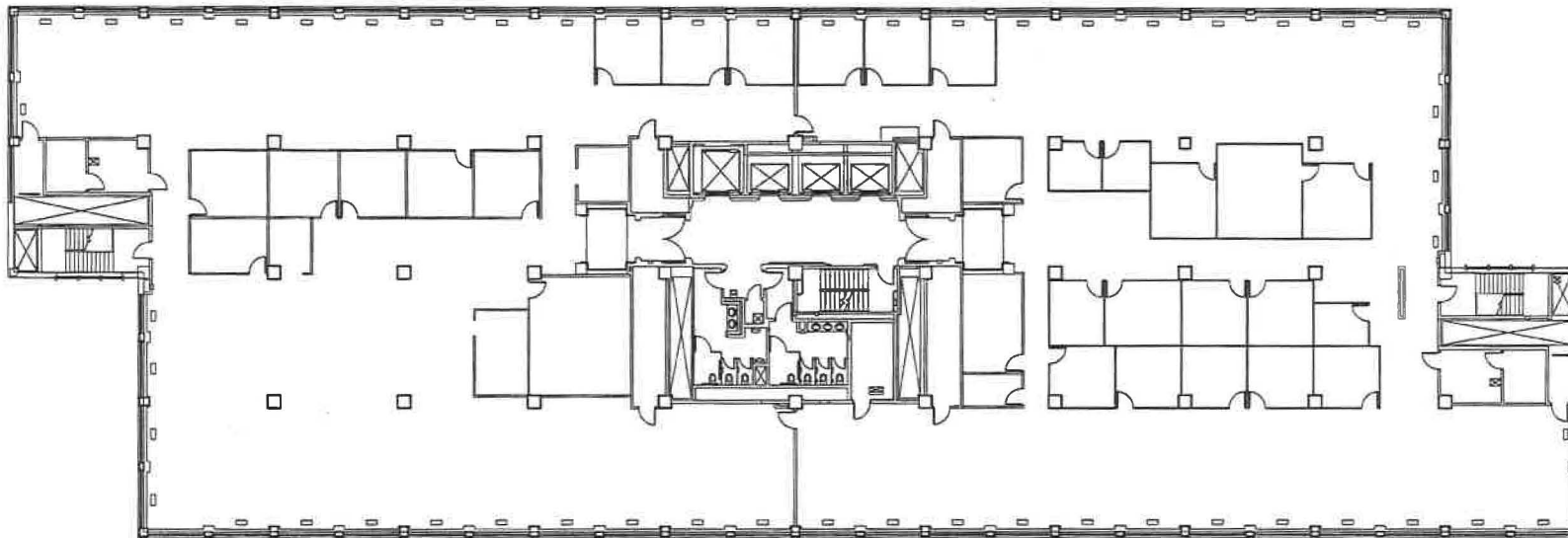
Transportation
Building
310105

Notes / Remarks
FY16-FY17 Lease Renewal
5/1/2015

First Floor
G0231010562-01

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

EXHIBIT A



Department - Division

Department of Transportation

□ 22,821 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration

Real Estate and
Construction
Services

Transportation
Building

310105

Notes / Remarks

EY16-EY17 Lease Renewal
5/1/2015

Second Floor

G0231010562-02

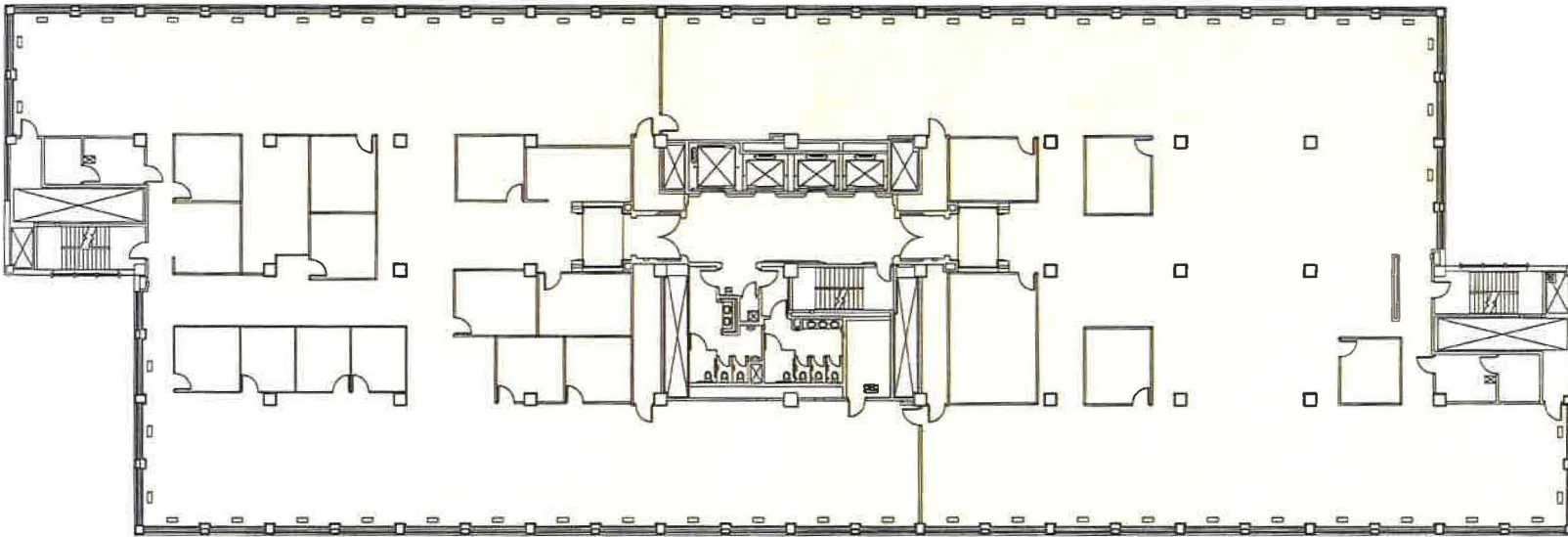
Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

5 of 13

EXHIBIT A



Department - Division

Department of Transportation

□ 22,866 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration

Real Estate and
Construction
Services

Transportation
Building

310105

Notes / Remarks

EY16-EY17 Lease Renewal
5/1/2015

Third Floor

G0231010562-03

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

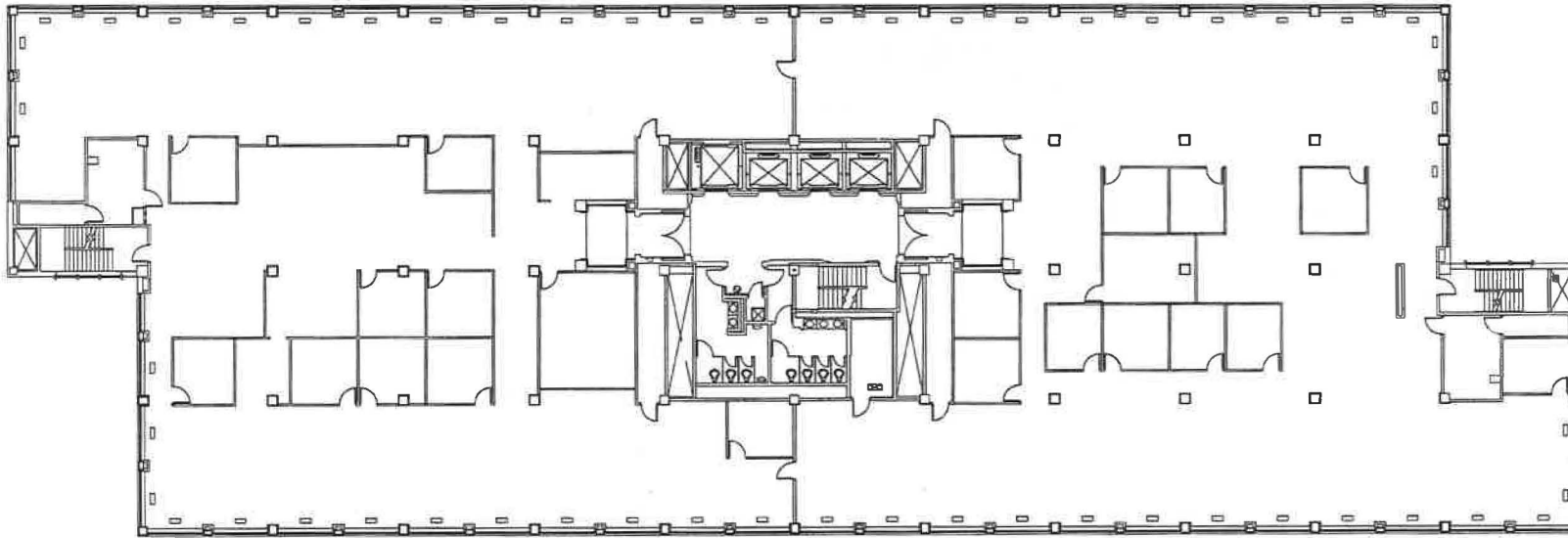
11



110



EXHIBIT A



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



State
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 Real Estate and
 Construction
 Services

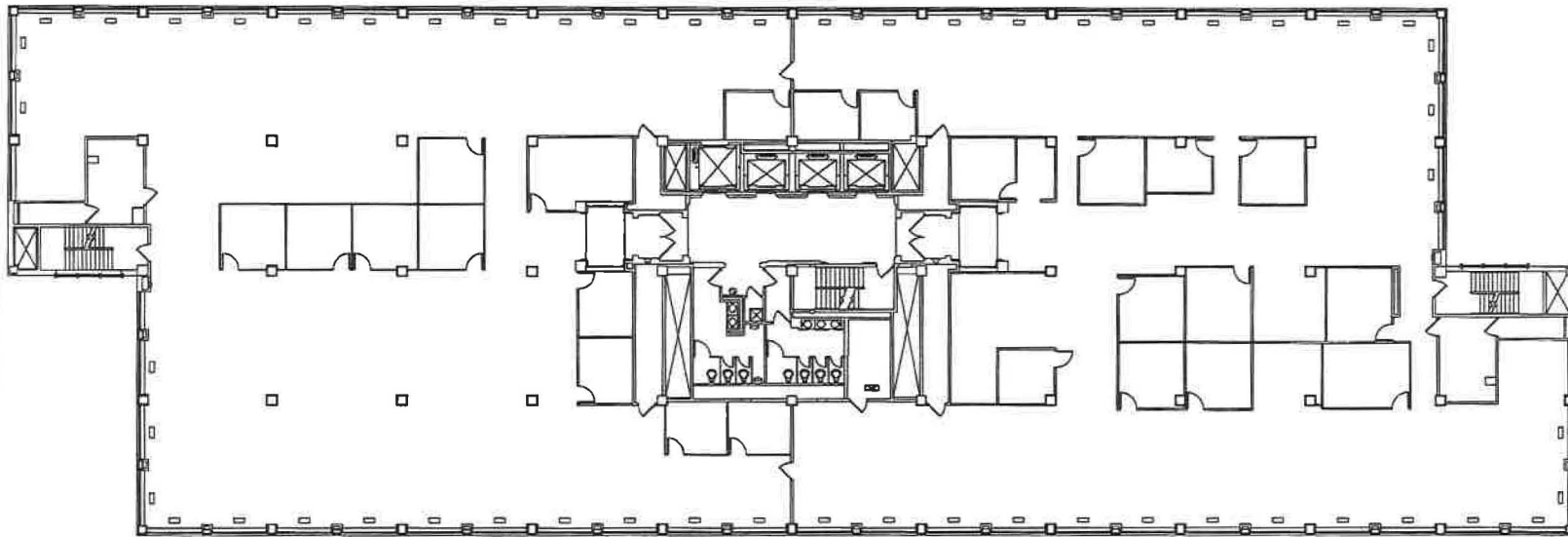
Transportation
 Building
 310105

Notes / Remarks
 FY16-FY17 Lease Renewal
 9/1/2015

Sixth Floor
 G0231010562-06

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

EXHIBIT A



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



State
 of
 Minnesota
 Department
 of
 Administration
 Real Estate and
 Construction
 Services

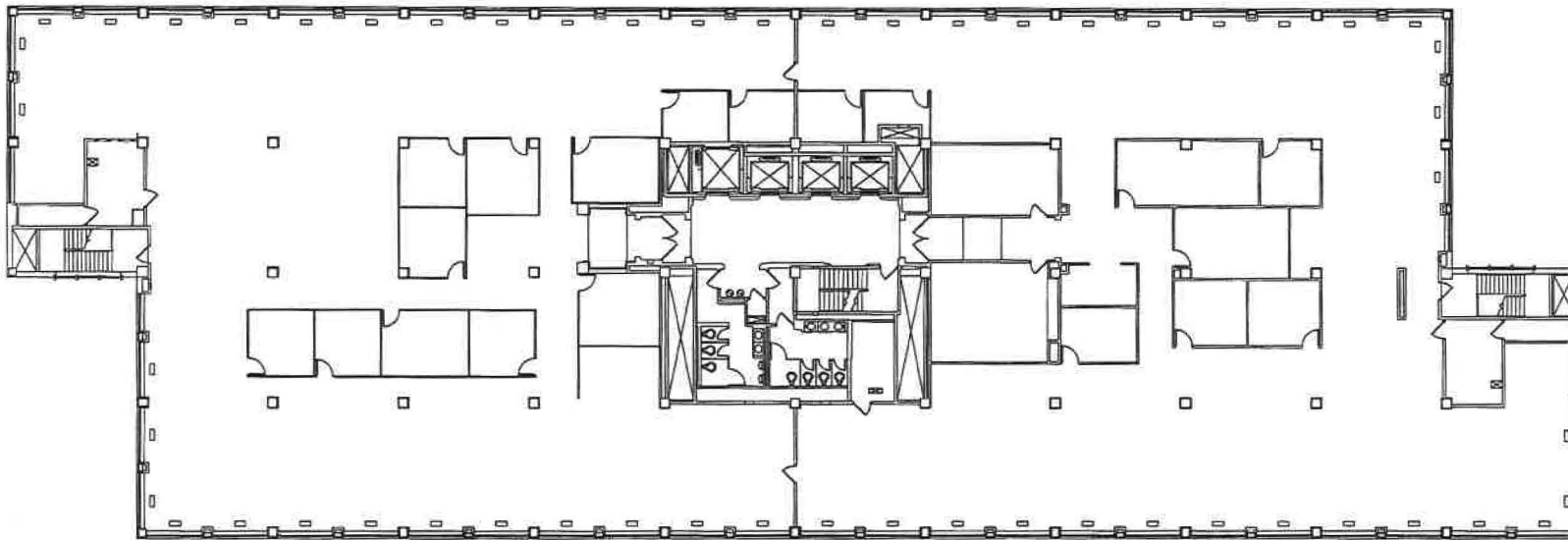
Transportation
 Building
 310105

Notes / Remarks
 FY16-FY17 Lease Renewal
 5/1/2015

Seventh Floor
 G0231010562-07

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

EXHIBIT A



Department - Division

Department of Transportation

□ 23,126 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration

Real Estate and
Construction
Services

Transportation
Building

310105

Notes / Remarks

EY16-EY17 Lease Renewal
9/1/2015

Eighth Floor

G0231010562-08

Drawn By: J. Prokash

Checked By: C. Bergstrom

Approved By:

11 of 11

I. DUTIES OF LANDLORD

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

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

accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT, or ADA accommodations.

g. Mechanical/Operating Systems and Equipment Repair/Replacement Services

LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned.

h. Grounds Maintenance Services LANDLORD shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during building operating hours.

i. Integrated Pest Management Services LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building.

j. Keys All keys must be provided by LANDLORD. LANDLORD shall provide two (2) keys for each door with lock hardware within the Leased Premises. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement. LANDLORD may perform key audit every four (4) years.

k. Security Services In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems.

l. Signage LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD's discretion.

m. Communication LANDLORD shall coordinate with TENANT's key contact person regarding all Facilities Management managed work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall forward communication to tenants as appropriate. Reasonable coordination efforts shall be made by LANDLORD with TENANT's key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.

n. Insurance LANDLORD insures the building structure only. Insuring contents is the responsibility of TENANT.

o. Fire Detection, Alarm and Suppression Systems LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.

p. Access to LANDLORD space LANDLORD shall lock and secure all LANDLORD's electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms. LANDLORD shall have access to all space in case of emergency.

q. Solid Waste LANDLORD shall remove solid waste from buildings on a daily basis.

2. UTILITY SERVICES

a. Heating, Ventilation and Air Conditioning LANDLORD will maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions. For purposes hereof, the acceptable ranges of temperature are as follows:

- (i) From October 1 through April 30, between 70°F and 74°F. Temperature settings

will be lowered to 60°F to 62°F during periods outside of building operating hours.

- (ii) From May 1 through September 30, between 72°F and 76°F. Temperature settings will be increased to 85°F during periods outside of building operating hours.
 - (iii) Unless established to the contrary through a written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation.
 - (iv) LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2-2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LANDLORD as required by the application and the needs of the system. Unless established to the contrary in writing, in advance, air-handling systems will operate as required to maintain occupied space temperatures between building operating hours, Monday through Friday, excluding State holidays.
- b. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate domestic water and sewage facilities sufficient to serve its design population capacity.
- c. Electrical**
- (i) LANDLORD shall provide the Leased Premises with electrical infrastructure for it's design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. Tenant-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT's need for extended hours of operation which required specialized electrical operation, are considered a special program needs and shall be the direct responsibility of TENANT at TENANT's cost. All TENANT equipment installation must be approved in accordance with the provisions of this lease with LANDLORD. TENANT shall be billed by LANDLORD on a fee-for-service bases based on actual electrical usage for the extended hours of operation or specialized use.
 - (ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.
 - (iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a complex wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during 'off hours', nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during building operating hours.
 - (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonable possible.

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

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

a. Office Cleaning

- | | |
|--------------|--|
| Daily: | Empty common area recycle receptacles; replace liners.
Vacuum accessible carpeted main traffic aisles.
Pick up litter in remainder of other carpeted areas.
Spot clean carpeting.
Spot clean partitions/door glass. |
| Weekly: | Vacuum all carpeted areas.
Dust mop hard surface main traffic aisles.
Dust exposed areas on desks/credenzas/work surfaces.
Dust mop hard surface areas.
Wet mop hard surface areas.
Detail/dust areas below 6 feet. |
| Monthly: | Spot clean walls and doors. |
| Semi-Annual: | Dust door frames.
Dust accessible exterior window blinds, where applicable.
Clean ceiling vents (up to 10 feet).
Clean carpeted traffic aisles. |
| Annually: | Clean carpet. May be extraction, tip clean or rotary shampoo. |

NOTE: Detail dusting in an office setting shall be done only in accessible areas if it can be done without the risk of damage to property. LANDLORD shall not move personal items and electronic equipment to clean or dust. LANDLORD shall trash only waste receptacles and items in common areas that are clearly marked ‘trash’.

b. Lobby/Entrance Cleaning

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

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

c. Hard surface Floor Care- Common Areas

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

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

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

d. Hard Surface Floor Care-Work Areas

Daily: Dust accessible areas.
Wet mop other areas.

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

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

e. Restroom Cleaning

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

Monthly: Machine scrub floors.
Sanitize waste receptacles.

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

f. Shower room/stall cleaning

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

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

g. Miscellaneous

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

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

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

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

II. DUTIES OF TENANT

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

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

C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

D. HAZADOUS WASTE

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

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

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

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

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

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

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

3. TENANT will ensure optimal use of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use.

4. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal office environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.

5. TENANT will provide reasonable accommodations for LANDLORD to perform scheduled after hour outages.

G. USE OF LEASED PREMISES

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

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

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

LANDLORD's Service Line for more information regarding special events and rules governing them.

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

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

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

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

7. TENANT shall fund any additional pest control services outside the regular maintenance program. To aide with pest management, TENANT shall keep all food items in sealed containers.

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

9. TENANT is responsible for all interior ADA accommodations.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

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

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

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

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

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

K. SIGNAGE

1. Identification of space within Leased Premises is the responsibility of the TENANT.

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

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

M. COMMUNICATION

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

2. TENANT shall forward LANDLORD's communication to TENANT agency team members as appropriate.

N. MODIFICATIONS TO LEASED PREMISES

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

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

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

O. PERSONAL PROPERTY UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LANDLORD. Personal items such as space heaters, humidifiers, bicycles, scooters or segways are not allowed inside the buildings or tunnels.

P. CONTENT LIABILITY AND INSURANCE Liability for damages to TENANT property is at TENANT's discretion and cost in all instances, including but not limited to, natural disasters, protests, fire and damage from building system failures.

Q. PLANTS TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages or air quality issues as a result of plants.

R. EMERGENCIES

1. TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

2. In accordance with M.S.16B.04 subdivision 2 (4) and 2 (5) and M.S.16B.24 subdivision 1 and in the event of a LANDLORD declared emergency, TENANT hereby agrees that any vacant office or meeting spaces within its Leased Premises may be temporarily reassigned to other agencies until the emergency is declared satisfied by the Commissioner of Administration. Lease billing adjustments for the temporarily reassigned space will be made accordingly by the LANDLORD.

S. ANIMALS Animals are not allowed inside LANDLORD managed facilities.

T. ADA ACCOMMODATIONS Animals, equipment and materials that are necessary to provide reasonable accommodations must be approved by TENANT agency's Human Resources and LANDLORD.

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Project Identification: Procurement of Hardware and Software for ARMER

THIS AGREEMENT is made and entered into by and between the Commissioner of Transportation, hereinafter referred to as "Mn/DOT," and the Commissioner of Department of Public Safety acting on behalf of the Emergency Communication Networks [ECN], hereinafter referred to as "DPS."

WHEREAS, a Statewide Public Safety Radio and Communication plan, (hereinafter referred to as the "Plan") has been developed and adopted in accordance with Minnesota Statutes § 403.36, subdivision 2, providing for the construction, ownership and operation of a statewide emergency communication system (hereinafter referred to as the "System" or "ARMER"); and

WHEREAS, pursuant to Minnesota Statutes § 403.36 the Statewide Emergency Communications Board, comprised of representatives from Mn/DOT, DPS, and local political subdivisions, (hereinafter referred to as the "Board") has overall responsibility for the Plan and for assuring that generally accepted project management techniques are utilized for each phase of the Plan implementation; and

WHEREAS, pursuant to Minnesota Statutes § 403.37 the Board is responsible for oversight of Plan implementation and for establishing and enforcing performance and operational standards for the System; and

WHEREAS, DPS is directed by Minnesota Statutes § 403.36, subdivision 1(e), to implement the Plan and to contract with Mn/DOT to construct, own, operate, maintain and enhance the elements of the backbone system defined in the Plan; and

WHEREAS, Mn/DOT is directed by Minnesota Statutes § 403.36, subdivision 1(e), to contract for, or procure by purchase or lease (including joint purchases and lease agreements), construction, installation of materials, supplies and equipment, and other services as may be needed to build, operate and maintain the system backbone of the statewide public safety radio and communication system; and

WHEREAS, the Board, Mn/DOT and DPS conducted a strategic planning session and determined the System is a substantial investment for the future and should be upgraded and maintained regularly;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, the parties mutually agree hereby as follows:

Agreement

1 Term of Agreement

1.1 **Effective Date.** This Agreement will be effective on the date signed by all necessary State officials, as required by Minnesota Statutes §16C.05, subdivision 2.

1.2 **Expiration Date.** This Agreement will expire five (5) years from the date it is effective.

2 Scope of Work

The 2015 legislature approved renewing an existing contract with Motorola, the current provider, to provide a five-year software upgrade package that includes 7.15 and 7.19 to the existing System. Motorola made a proposal (hereinafter referred to as "SUA2Plus") that will reduce the cost if Mn/DOT executes the proposal. SUA2Plus will result in a twenty percent (20%) decrease for software upgrades, the 7.19 hardware, and the technical services of Motorola to perform migration for any local political subdivisions participating in the Plan.

SUA2 is conditional upon:

- Mn/DOT entering into a new five-year contract with Motorola for the State and political

- subdivisions' portions of the 7.19 hardware and software upgrades;
- Mn/DOT executing the new contract by December 31, 2015; and
- Mn/DOT charging political subdivisions for the hardware and software annually, i.e. once a year, during the term of the new contract.

SUA2Plus pricing is comprised of:

• SUA2	\$17,924,909.00
• Technical Services	4,571,264.00
• Mn/DOT Hardware Purchase	5,751,226.85
• Political Subdivision (Local) Hardware Purchase	19,215,881.00
• Political Subdivision (Local) Installation Services	<u>2,867,381.24</u>
TOTAL	<u>\$50,330,662.09</u>

3 Consideration and Payment

3.1 In consideration of Mn/DOT executing a five-year contract with Motorola consistent with the proposal provisions outlined in SUA2Plus, DPS will reimburse Mn/DOT an amount not to exceed **Fifteen Million, Three Hundred Fifty Nine Thousand, One Hundred Sixty Seven and 35/100 Dollars (\$15,359,167.35)** representing the following:

• 100% of the Mn/DOT hardware purchase	\$ 5,751,226.85
• 50% of the Political Subdivision hardware purchase	<u>9,607,940.50</u>
Total Reimbursement	<u>\$15,359,167.35</u>

3.2 Mn/DOT will create and enter ten (10) invoices in SWIFT, consistent with the following schedule, no later than the tenth calendar day of the following months:

	January	July
• Calendar year 2016	\$1,991,679.02	\$1,080,154.45
• Calendar year 2017	\$1,991,679.02	\$1,080,154.45
• Calendar year 2018	\$1,991,679.02	\$1,080,154.45
• Calendar year 2019	\$1,991,679.02	\$1,080,154.45
• Calendar year 2020	\$1,991,679.02	\$1,080,154.45

3.3 The total obligation of DPS for all consideration and reimbursements to Mn/DOT under this Agreement will not exceed **Fifteen Million, Three Hundred Fifty Nine Thousand, One Hundred Sixty Seven and 35/100 Dollars (\$15,359,167.35)**.

4 Conditions of Payment

4.1 All services provided by Mn/DOT under this Agreement must be performed to the satisfaction of DPS as determined at the sole and reasonable discretion of the DPS Authorized Representative.

5 Authorized Representatives

5.1 Mn/DOT's Authorized Representative will be:

Name: Mr. Mukhtar Thakur, P.E. (or his successor)
 Title: Director, MnDOT Office of Statewide Radio Communications
 Address: 1500 W. County Road B2; MS 730;
 Roseville, MN 55113
 Telephone: (651) 234-7962
 E-Mail: Mukhtar.thakur@state.mn.us

5.2 DPS's Authorized Representative will be:

Name: Jackie Mines (or her successor)
 Title: Director, Emergency Communication Networks
 Address: Department of Public Safety; Emergency Communication Networks
 445 Minnesota Street
 Saint Paul, MN 55101
 Telephone: 651.201.7550
 E-Mail: Jackie.mines@state.mn.us

6 Amendments

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

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this Agreement at any time, with or without cause, upon 60 days written or e-mail notice to the other party.

DEPARTMENT OF PUBLIC SAFETY ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 12/22/15

SWIFT Purchase Order Number: 300038402

Mn/DOT

By: 
(with delegated authority)

Title: Assistant Commissioner – State Aid

Date: 12/21/15

DEPARTMENT OF PUBLIC SAFETY; EMERGENCY COMMUNICATION NETWORKS

By: 

Title: Director

Date: 12/22/15

Mn/DOT CONTRACT MANAGEMENT

By: 

Date: Dec 21, 2015

INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA DEPARTMENT OF ADMINISTRATION,
PLANT MANAGEMENT DIVISION
FOR
PROVIDE SALT FOR THE CAPITAL COMPLEX AREA

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration, Plant Management Division ("Admin/PMD") located at: 321 Grove Bldg. 2, 603 Pine St., St Paul, MN 55101.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide Salt for the Capital Complex Area ; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. **Term of Agreement; Exhibits**
 - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and Admin/PMD officials pursuant to Minnesota law.
 - 1.2 **Expiration date.** This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 10.
2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide approximately 118 tons of salt (sodium chloride) per year at \$84.64/ton to Admin/PMD for the Capital Complex Area for five years.

Salt			
	Tons	Price/ Ton	Total Cost
One Year	118	\$84.64	\$9,987.52
Five years			5
Subtotal			\$49,937.60
Contingency			\$62.40
Total Cost			\$50,000.00

- 2.1 **MnDOT responsibilities.** MnDOT will:
 - 2.1.1 Provide salt,
 - 2.1.2 Load salt,

- 2.1.3 Maintain records of salt picked up by Admin/PMD,
- 2.1.4 Notify MnDOT, Attn: Cash Accounting, RE: MnDOT Contract Number (1002527), Mail Stop 215, 395 John Ireland Blvd, St. Paul, MN 55155, of the amount to invoice Admin/PMD, and,
- 2.1.5 Invoice Admin/PMD for the agreed amount.
- 2.2 *Admin/PMD responsibilities.* Admin/PMD will:
- 2.2.1 Pick up the salt at the Maryland truck station,
- 2.2.2 Maintain records of salt removed,
- 2.2.3 Pay MnDOT the agreed amount.
3. **Terms of Payment**
- 3.1 The parties will meet before May 15 of each year meet with MnDOT to confirm amount used during the year.
- 3.2 MnDOT will create and enter an invoice in SWIFT.
- 3.3 Admin will make payment using the bilateral netting process in SWIFT.
- 3.4 The total obligation of Admin for all compensation and reimbursements MnDOT under this Agreement will not exceed \$50,000.00.
4. **Authorized Representatives**
- 4.1 *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.
- 4.2 *MnDOT's Authorized Representative* is
- | | | |
|-----------------|--|---------------|
| Name: | Jay Emerson | or successor. |
| Title: | Clear Roadways Operations Superintendent | |
| MnDOT - | MnDOT Metro District, Maintenance Operations | |
| Street Address: | 1500 County Road B2 W | |
| City State Zip: | Roseville, MN 55113 | |
| Telephone: | 651-234-7907 | |
| Facsimile: | 651-234-7986 | |
| Email: | Jay.Emerson@state.mn.us | |
- 4.3 *Admin's Authorized Representative* is:
- | | | |
|-----------------|--|---------------|
| Name: | Joe Dinnebier | or successor. |
| Title: | Grounds Support Services Manager | |
| Dept. Name: | Administration, Plant Management Division | |
| Street Address: | 50 Sherburne Ave. Room G-10 | |
| City State Zip: | St. Paul, MN 55155 | |
| Office: | 651-201-3057 | |
| Mobile: | 651-485-6359 | |
| Facsimile: | 651-297-5158 | |
| Email: | Joe.Dinnebier@state.mn.us | |
5. **Amendments**
- 5.1 Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.
6. **Liability**
- 6.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law

7. Termination:

- 7.1 This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party

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

MnDOT Contract #

1002527

Minnesota Department of Administration/Plant Management Division

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

By:

Title

Date

Admin/PMD

STATE ENCUMBRANCE VERIFICATION

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

By:

Date:

SWIFT

Contract #

SWIFT

Purchase

Order #

COMMISSIONER OF TRANSPORTATION

By:

Title:

Date

COMMISSIONER OF ADMINISTRATION

By:

Date

AMENDMENT # 01 TO MnDOT Interagency Partnership Agreement #: 1002527

Contract Start Date:	06/30/2017	Original Contract Amount:	\$50,000.00
Orig. Contract Exp. Date:	06/30/2020	Prev. Amendment(s) Total:	.NA
Amended Exp. Date :	06/30/2025	Current Amendment Amount:	\$60,000.00
		Current Contract Total:	\$110,000.00

Project Identification: Supply Road Salt for Winter Season of 2017-2025

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration, ~~Plant~~ Facilities Management Division ("Admin/~~PMD~~ FMD") located at: 321 Grove Bldg. 2, 603 Pine St., St Paul, MN 55101.

Recitals

1. MnDOT has an Agreement with Admin/~~PMD~~ FMD identified as MnDOT Contract No. 1002527 ("Original Agreement") to provide road salt to Admin/~~PMD~~ FMD for the winter seasons of 2017 through 2020.
2. Both parties wish to extend the expiration date and update terms of the Agreement.
3. Both parties are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Sub-article 1.1. "Effective Date" is amended as follows:

- 1.1 Effective Date. This Agreement will be effective upon execution and approval by the appropriate MnDOT and Admin/~~PMD~~ FMD officials pursuant to Minnesota law.

REVISION 2. Sub-article 1.2. "Expiration Date" is amended as follows:

- 1.2 Expiration Date. This Agreement will expire on June 30, ~~2020~~ 2025, unless terminated earlier pursuant to Article 10.

REVISION 3. Article 2. "Scope of Work and Responsibilities of Each Party" is deleted and replaced in its entirety.

2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide to Admin/FMD up to 118 tons of road salt (sodium chloride) per Fiscal Year (July 1-June 30). Admin/FMD will be charged the per-ton price plus shipping costs, MnDOT Material Handling, and an administrative cost. The Material Handling Rates change each fiscal year. The Material Handling Rate for Fiscal Year 2021 is 22.54%. The administrative cost is .25 hours (plus normal and customary additives/rates) added each time the picked-up salt is logged in MnDOT's inventory system. In Exhibit A this cost is estimated to be \$120.96 for FY 2021 and is subject to change each fiscal year.

2.1. MnDOT responsibilities. MnDOT will:

- 1.1.1 Provide up to 118 tons of road salt. Load salt.
- 1.1.2 Maintain and log records of salt picked up by Admin/FMD in MnDOT's inventory system.
 - 1.1.2.1 Records will be validated by both Admin/FMD and MnDOT at pickup.
 - 1.1.2.2 Logging the inventory items will include an administrative cost for inputting the inventory charges of approximately .25 hours per pickup.
- 1.1.3 Invoice Admin/PMD for salt following pickup.

2.2 Admin/FMD responsibilities. Admin/FMD will:

- 2.2.1 Pick up salt at Maryland truck station.
- 2.2.2 Arrange for hauling of road salt from the Maryland truck station.
- 2.2.3 Maintain records of salt picked up.
- 2.2.4 Promptly pay MnDOT the invoiced amount.

REVISION 4. Sub-article 3.4 **"Terms of Payment"** is amended as follows:

3.4. The total obligation of Admin/FMD for all compensation and reimbursements to MnDOT under this agreement will not exceed ~~\$50,000.00~~ \$110,000.00.

REVISION 5. Sub-article 4.3. **"Admin's Authorized Representative"** is amended as follows:

4.3 Admin's Authorized Representative is:

Name: Joe Dinnebier, or successor
Title: Grounds Support Services Manager
Dept. Name: Administration, ~~Plant~~ Facilities Management Division
Street Address: 50 Sherburne Ave., Room G-10
City State Zip: St. Paul, MN 55155
Office: 651-201-3057
Mobile: 651-485-6359
Facsimile: 651-297-5158
Email: Joe.Dinnebier@state.mn.us

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

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ADMIN/~~PMD~~ FMD

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

By: C. A. M.Title: Director, Facilities Mgt. Div.Date: 8/31/20**Admin/~~PMD~~ FMD ENCUMBRANCE VERIFICATION**

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

By: [Signature]Date: 8/14/20Swift Contract #: 126544SWIFT PO #: 3-12641**COMMISSIONER OF TRANSPORTATION**

By: _____

Title: Asst. Commissioner or Asst. Division Director

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

FY21	Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee	
					Percent	Cost
	Regular Salt--Maryland Avenue	118	\$72.19	\$8,518.42	22.54%	\$ 1,920.05
	Total Materials and Supplies	118.00		\$8,518.42		\$ 1,920.05

Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe **Labor Additive		Percent	Labor Additive \$
			Rate			
1 Office and Administrative Specialist		\$21.61	\$10.33		22.93%	\$ 7.32
1 Overtime						
1 Overtime X2 - Sundays and Holidays						
Fringe and Labor Additive are not charged against overtime hours						
Total Cost of Salaries						
Total Contract						

Total Estimated agreement			
Total Cost of Contract FY 2018-2020	Increase %	Increase \$	\$50,000.00
FY 2021			\$10,559.43
FY 2022 plus	3.0%	\$316.78	\$10,876.22
FY 2023 plus	3.0%	\$326.29	\$11,202.50
FY 2024 plus	3.0%	\$336.08	\$11,538.58
FY 2025 plus	3.0%	\$346.16	\$11,884.74
Contingency			\$3,938.53
Total Cost of Contract FY 2018-2025			\$110,000.00

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 Hourly Rate = the hourly rate of the employee plus fringe

** Labor Additive is applied to cover benefits that are

***Material Handling is applied to cover the costs associated

****Maintenance/Billing Overhead is composed of indirect personal expenses and lab tests

Shop Overhead covers indirect costs such as administration shop personnel. It is applied to shop labor and materials. This

**STATE OF MINNESOTA
INTERAGENCY PARTNERSHIP AGREEMENT**

Location: Fiber optic rings in Minneapolis, St Paul and surrounding metro area.
Description of Services: Provide single mode fiber pair on MnDOT's Regional Transportation Management Center (RTMC) fiber network.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Office of MN.IT Services ("MN.IT").

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of the State of Minnesota.
2. The parties wish to cooperatively provide network communications utilizing fiber on MnDOT's Regional Transportation Management Center (RTMC) fiber infrastructure.
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1 Term of Agreement;

- 1.1 **Effective Date:** This Agreement will be effective the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2030, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibit A is attached and incorporated in to this agreement by reference.

- 2 Scope of Work and Responsibilities of Each Party.** MnDOT will provide MN.IT with 1 pair of single mode fibers on the RTMC fiber infrastructure in a ring topology this configuration will provide fiber resiliency and assist during scheduled construction and in the event fiber damages have occurred. MnDOT will re-route around construction impacted fiber or facilitate temporary fiber installations to prevent loss of connectivity when possible. MN.IT will utilize the dark fiber in its own network design for Minnesota's Network for Enterprise Telecommunications (MNET) connected customers. In the event of fiber outage emergency MnDOT and MN.IT will work collaboratively to determine issues and coordinate the best way to resolve the emergency.

2.1 MnDOT Responsibilities. MnDOT will:

- 2.1.1 Provide all management and routing of fiber on the RTMC fiber infrastructure including routing around construction impacts, fiber locates, planned/unplanned fiber repairs, and service notification of scheduled maintenance. Fiber located on MnDOT ROW will be owned and operated by MnDOT.
- 2.1.2 Provide a quarterly spreadsheet such as Exhibit A, which is effective as of this agreement's execution date, containing MNET Locations Utilizing MNDOT RTMC fiber infrastructure to MN.IT. A hardcopy is attached. The Exhibit, will be updated quarterly, and will include Customer Name, Customer, Site, Location address, Status, Active Date, Billing Date, Monthly Cost, Monthly Total and Yearly Total and will be submitted quarterly to MN.IT.

- 2.1.3 Be responsible for approving and forwarding the revised quarterly Exhibit to ARAgreements.DOT@state.mn.us for invoicing each quarter when it is received from MN.IT.

2.2 MN.IT Responsibilities. MN.IT will:

- 2.2.1 Construct, contract, and pay for all new fiber laterals including the costs associated to splicing into the RTMC fiber infrastructure, pull all needed permits and be responsible for all aspect of fiber management for fiber lateral segment that connect to the RTMC fiber infrastructure, including maintenance, locates, repairs, and reroutes. A point of delineation at the MnDOT Right of Way (ROW) will be installed on any lateral connection leaving MnDOT ROW. Fiber outside of the MnDOT ROW will be owned and operated by MN.IT.
- 2.2.2 Design MNET customer connections incorporating the fiber resiliency providing dual path connectivity for all customers on the RTMC fiber infrastructure, install, and manage all network equipment to operationalize the MnDOT RTMC provided fiber and take all MNET customer calls regarding all aspects of service.
- 2.2.3 Charges will be assessed and paid in the amount of \$473.32 (Four hundred seventy three dollars and thirty two cents) each month for each connection that is in current and new connection in existence for 30 days.
- 2.2.4 MN.IT will send the quarterly revised Exhibit, to MnDOT showing what changes have been made to the locations and only revise the Exhibit, to facilitate the invoicing process. Changes to the Exhibit A will only be made once each quarter and the updated Exhibit A will be added and incorporated into this agreement by reference.

3 Consideration and Payment

- 3.1 Upon execution of this agreement MnDOT will invoice MN.IT as follows:

- 3.1.1 Each active location and any new location in place for 30 days, according to the active date listed in the Exhibit, and will be charged at the rate of \$473.33 per month. Each quarter the adjustments will be made and reflected in the new Exhibit, and quarterly payments will be made for that quarter. Adjustments to the quarterly invoice will take place and be reflected in the new Exhibit. This Interagency Agreement will not be amended to reflect changes, removal, and/or additions to the locations.
- 3.1.2 The total obligation of MN.IT for all compensation and reimbursements to MnDOT under this Agreement will not exceed \$1,500,000.00 (One Million Five Hundred Thousand Dollars).
- 3.1.3 After Fiscal year 2022, an inflationary increase may be added to the per location costs. This COLA would not be greater than the official rate of inflation.

4 Conditions of Payment.

- 4.1. All services provided by MnDOT under this Agreement must be performed to MN.IT's satisfaction, as determined at the sole and reasonable discretion of MN.IT's Authorized Representative.
- 4.2 MN.IT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. If an invoice is incorrect, defective or otherwise improper, MN.IT will notify MnDOT within 10 days of discovering the error. After MN.IT receives the corrected invoice, MN.IT will pay MnDOT within 30 days of receipt of such invoice.
- 4.3 MnDOT will create and enter an invoice in SWIFT.
- 4.4 MN.IT will make payment to MnDOT using the bilateral netting process in SWIFT.

5 Authorized Representatives**5.1 MnDOT's Authorized Representative** will be:

Name: Ralph Adair or his successor
Title: RTMC Integration and Systems Engineer
Location: MnDOT District Metro, RTMC
Address: 1500 W County Road B2, Roseville, MN 55133
Telephone: 651-234-70274
Email: Ralph.Adair@state.mn.us

5.2 MN.IT's Authorized Representative will be:

Name: Jim E. Johnson or his successor.
Title: Communications Director, MN.IT Services
Address: 658 Cedar St, St Paul, MN 55155
Telephone: 651-201-1016
Email: jim.e.johnson@state.mn.us

6 Amendments

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

7 Liability

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Audit: -Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the MN.IT relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.**9. Jurisdiction and Venue:** - Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.**10. Government Data Practices:** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.**11. Assignment and Amendments**

11.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

12. Waiver; Contract Complete

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

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

13 Termination

Either party may terminate this Agreement at any time, with or without cause, upon twenty four months' notice.

MN.IT ENCUMBRANCE VERIFICATION

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

Signed: Lynette Digitally signed
by Lynette Podritz
Date: Podritz Date: 2016.11.22
14:51:52 -06'00'
SWIFT Contract (SC) ID No.: 118016
Purchase Order (PO) ID No.: 3000017269

MnDOT

By: Michael P. Barnes
(with delegated authority)
Title: Assistant Commissioner
Date: 11/30/16

Office of MN.IT Services*

*Please attach the applicable Delegation of Authority, if necessary.

By: Tu Tong Digitally signed
by Tu Tong -
CFO
Title: - CFO Date: 2016.11.23
10:24:48 -06'00'
Date: _____

MnDOT CONTRACT MANAGEMENT

By: Kyran Hauke
Date: 12/8/2016

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

Project Description: Wildland Fire Response and Planning

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the State of Minnesota acting through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Natural Resources "DNR" and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. 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 09/30/2022, 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. MnDOT will perform services under this Work Order summarized generally as follows:

- 3.1. MnDOT will provide trained firefighters and equipment when requested through an interagency request by the DNR to assist with prescribed burns and wildland fire.

4. Items provided or completed by the Parties

- 4.1. The following will be provided or completed by DNR: Reimbursement of costs inclusive of labor, fleet and personnel expenses per union contracts.
- 4.2. The following will be provided by MnDOT: trained firefighters and equipment.
 - 4.2.1. MnDOT personnel must meet minimum training as required for all DNR firefighters and must attend an annual safety refresher.
 - 4.2.2. Additional non-operational fire duties may be filled by MnDOT personnel meeting the requirements for that specific duty.
 - 4.2.3. Tracking of individual fire training records for MnDOT personnel will be done by MnDOT and entered into Incident Qualification System (IQS) by the DNR Fire Training Specialist at Minnesota Interagency Fire Center (MIFC).
 - 4.2.4. MnDOT personnel and equipment requested for working on an ongoing wildland fire or to provide staff and equipment to meet the DNR's daily staffing needs. Duties may include:
 - i. direct fire suppression, either as a hand crew or engine crew,

- ii. staffing for fire suppression at a DNR Forestry Area office or at other designated locations. While providing staffing, personnel may be assigned non-fire project work.
- 4.3. MnDOT personnel must meet all safety requirements for Personal Protection Equipment as outlined in Chapter 11 of the Wildfire Protection Business Manual. (Exhibit B)

5. Consideration of Payment

- 5.1. DNR will pay for all services performed by MnDOT on an actual cost basis.
- 5.2. DNR's total obligation for all compensation and reimbursements to MnDOT is \$25,000.00.

6. Terms of Payment

- 6.1. MnDOT will create and enter an invoice in SWIFT.
- 6.2. The DNR will be invoiced and make regular payments for the actual cost of wildland fire response and planning services used during the previous month.
- 6.3. DNR will make payment using the bilateral netting process in SWIFT. Upon request of DNR, MnDOT must provide documentation showing the actual costs incurred.
- 6.4. If the actual cost of the services exceeds the estimate an amendment to the work order contract will be executed.
- 6.5. Per Section 7.4 of the Master Partnership Contract;
 - 6.5.1. DNR will pay MnDOT as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.5.2. Payment by DNR.
 - i. DNR will make payment to the order of the Commissioner of Transportation.
 - ii. IMPORTANT NOTE: Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the MnDOT Invoice Number shown on the invoice.
 - iii. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028184W17 and Invoice Number: TBD.
(see note above)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7. Authorized Representatives

- 7.1. MnDOT's Project Manager, for this Work Order is:
 - Name/Title: Nathan Johnson, or successor
 - MnDOT - MnDOT Environmental Stewardship.
 - Street Address: 2505 Transportation Rd
 - City State Zip: Willmar, MN 56201
 - Telephone: 612-723-4288
 - Email: Nathan.d.johnson@state.mn.us
- 7.2. MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.
- 7.3. DNR's Project Manager for this Work Order is:
 - Name/Title: William Glesener, Wildfire Operations Supervisor, or successor
 - Name of Agency: Minnesota Department of Natural Resources, Division of Forestry
 - Street Address: 402 SE 11th Street

City State Zip: Grand Rapids, MN 55744
Telephone: 218.322.2709
Email: bill.glesener@state.mn.us

- 7.4. DNR's Project Manager for this Work Order is responsible for overseeing 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

- 8.1. **Termination by MnDOT or DNR.** DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** Both parties may immediately terminate this Work Order 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 DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide DNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

9. Additional Provisions

- 9.1. NONE.

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OTHER AGENCY

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

By: _____
Title: Deputy Director
Date: June 14, 2021

By: _____
Title: _____
Date: _____

OTHER AGENCY ENCUMBRANCE VERIFICATION

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

By: _____
Date: June 15, 2021
Swift Contract #: 195368
SWIFT PO #: 3-190134

COMMISSIONER OF TRANSPORTATION

By: _____
Title: District Engineer or Assistant District Engineer
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____

EXHIBIT A- STANDARD TERMS FOR EMERGENCY SERVICES

1. MnDOT will furnish personnel, equipment, materials, and services as requested by DNR to assist with responding to or recovering from an emergency (whether declared or undeclared).
2. Services under this category may include services from any or all of the other three categories, including professional/technical services such as bridge and structure inspections and designs of emergency or permanent repairs.
3. MnDOT will keep a strict accounting of time, materials, and equipment usage as directed by DNR, and as necessary to obtain reimbursement of emergency costs from federal and state sources.

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Exhibit B

WILDFIRE PROTECTION
BUSINESS MANAGEMENT MANUAL
Updated April 5, 2021
Minnesota Department of Natural Resources
Division of Forestry

Chapter 10 - Personnel

Contents

Chapters

- 11 - Policy
 - 11.1 – Regular Classified Employees
 - 11.2 – Part-Time, Seasonal and Labor Service
 - 11.2.1 – Fire Department Employees
 - 11.3 - Mobilization
 - 11.4 – Training
 - 11.5 - Annual Safety Refresher
 - 11.6 - Work/Rest Guidelines

11 - Policy

11.1 – Regular Classified Employees

The Fire Account pays all regular, premium and overtime (cash and Compensatory) payments that result from fire-suppression, pre-suppression and prevention related activities. This includes charges for retirement, social security, and insurance. Permissible overtime includes direct fire suppression, standby necessary due to fire danger, extended dispatching hours, extended office hours due to fire suppression, emergency fire equipment repair, and support facility operations such as tanker bases and helitack standby, and fire training when such time demands cannot be managed under existing bargaining unit contracts and advance approval is given by the direct supervisor.

11.2 Part-time, Seasonal and Labor Service Employees

- A. All time charged to the fire account must be for controlling wildfires or related support activities.** Examples of fire support operations are air tanker base operations, equipment maintenance, and ground support, fire cache operations, dispatching, and authorized pre-suppression training. Employees may perform non-fire related duties while on stand by for direct fire suppression.

- B. The fire account may not be used to hire individuals for the purpose of prescribed fire, fire department property inventory, or non-fire administrative or maintenance duties.** However, as stated above, employees who are already employed and standing by for fire may perform these activities. (See Section 12.2 for limits on prescribed burning.)

11.2.1 – Fire Department Employees

Fire department (FD) members who respond with their department in their protection or mutual aid areas will not be paid as state employees. Their time, if charged for, shall be included in the fire department's invoice for the fire run.

In some instances, it may be necessary to hire fire department members on a DNR payroll.

Exceptions include:

- A. Extended Operations.** When FD equipment and personnel are needed beyond the first burning period and “volunteering” time would be unduly burdensome for FD members.
- B. Out-of-Area Assignments.** When FD equipment and personnel are contracted for duty outside the department's protection or mutual aid area to relieve the FD of employment and insurance liability.

Hiring FD members on a DNR payroll creates a workers compensation liability for the state. Cooperative Fire Protection Agreements make it clear that the FD members are working for their fire department. As such, the fire department's insurance covers the firefighters when they work on wildfires with their department. When FD equipment is hired without firefighters, rates should be adjusted to reflect this.

11.3 - Mobilization

DNR employees who are mobilized to federal incidents during their season of employment, in-state or out-of-state, will go as state employees and receive their normal rate of pay. Employees not currently in employment status (e.g. laid off), and smokechasers may be hired as federal AD employees and go at an appropriate AD pay rate. (An exception being natural resource firefighter leads and fire support personnel, who will be recalled from layoff and sent as state employees).

11.4 – Training

Time and expense for training people who are authorized to receive fire training at state expense will be paid from the fire account. Members of fire departments who are authorized to attend training by the DNR may be reimbursed for expenses only. (See –“Guidelines for Smokechaser Training” and “Higher Level Training for Smokechasers” policies in Appendix V.) Authorized training is training that is required in order to perform assigned firefighting duties.

11.5 – Annual Safety Refresher

Anyone working on the fire line on either wildfires or prescribed burns is required to take an annual safety refresher. The training curriculum will be annually reviewed and approved by MNICS for state use.

11.6 – Work/Rest Guidelines

Individuals engaged in wildfire suppression, and supporting activities and normal work activities must be provided adequate rest periods. Excessive fatigue impairs decision-making and can result in accidents and life-threatening situations both on and off the fire line.

The following guidelines apply to all DNR employees, volunteers, and incident management team members engaged in wildfire suppression and support activities. Personnel obtained through mutual aid and cooperative agreements also are subject to these guidelines unless the cooperator requirements are more restrictive.

Supervisors and Incident Commanders shall schedule personnel, including themselves, to provide for the following off-duty period:

- A. Schedules will be developed to provide for a 2 hour to 1 hour work/rest ratio.** One hour of off-duty, unpaid time should be provided for every two hours of work. For example: if a person works for 12 hours, he/she should have minimum of 6 hours off. Scheduled shifts on extended assignments should meet the needs of the incident, while considering the need for rest. It is preferred that scheduled shifts not exceed 14 hours.
- B. Work/Rest Guidance is as follows:**
When an employee is placed in an “on-call” status, it is considered on duty; even if they are not called or utilized while on-call. Note: During out of state fire assignments, the Incident Commander shall manage schedules to meet work rest guidelines on the incident, agency work/rest provisions shall apply upon return from the incident.

7 Day Scenario Days 1-7

When work conditions allow it is recommended that Supervisors provide all employees one day off during a 7-day week to minimize the chances of exceeding work/rest guidelines.

14 Day Scenario Days 1-14

A minimum of one full day (24 continuous hours) off-duty shall be scheduled within a continuous 14-day period at the employees’ home unit.

21 Day Scenario Days 15-21

Regional or Section Managers shall be informed by Field Supervisors of personnel exceeding 14 days of continuous work schedule due to work demands. During this time period (days 15-21) supervisors shall schedule the nearest one full day off that work conditions/demands allow for at their home unit not to exceed 21 days, or immediately upon returning to their home unit from an off unit assignment.

Exceeding 21 Days

With Regional or Section Managers approval due to work demands exceeding 21 days, minimum of two full days (48 continuous hours) off duty shall be scheduled to meet work rest guidelines. Days off shall be taken immediately upon return to home unit from off unit assignment.

C. Payroll Coding of R & R days

An employee returning from a federal incident and/or out of state assignment of 13 days or longer may use comp time, accrued vacation leave or unpaid leave to meet the work rest guidelines, provided the requesting agency has agreed to reimburse the MN Department of Natural Resources and the day falls on a regularly scheduled work day.

Emergency situations may require temporary variations from these guidelines. For example, life-threatening situations may require longer work periods until additional personnel can be obtained. Shortages of equipment or personnel also may require temporary variation from the guidelines. If this

occurs, supervisors and/or incident commanders are to act immediately to obtain the resources needed to meet the above guidelines and should mitigate the individual's need for rest.

11.7 – Safety Guidelines

A detailed listing of department safety guidelines is contained in the DNR Health and Safety Manual. The following pertain to “line duty” for fire suppression and prescribed burning: (For purchasing guidance, see Procurement”, Chapter 25.7. NOTE: safety equipment that is not exclusive to fire should be purchased from general operating funds, or pro-rated to fire based on the supervisor's judgement.)

A. Fitness Requirements for Wildfire and Prescribed Fire Operations - All state firefighting resources must meet the requirements specified in Operational Order 133.

B. Personal Protective Gear

When on the fire line, the following clothing is required; Approved fire resistant (e.g. Nomex) shirt and pants, or coveralls*; 100% cotton T-Shirt; leather gloves; hard hat; safety goggles or safety glasses; leather boots with at least eight inch tops and skid resistant soles, or rubber boots when working in wet terrain. *USFS guidance entitled. Keeping Warm on Fires”, states that employee provided garments made of natural fibers such as wool or cotton are acceptable for use under Nomex outerwear.

C. Fire Shelter

All employees must wear a **fire shelter** unless specifically assigned to a vehicle, in which case they must wear a shelter when away from that vehicle, or when beyond the protective reach of hoses from the vehicle.

D. Safety Boots

Safety boots (e.g. hard toe) will be provided in accordance with the DNR Personal Protective Equipment Policy (in the DNR Health and Safety Manual). Employees are required to wear leather boots and shall furnish them at their own expense as a condition of employment. Boots approved for firefighting will be at least 8” high and have vibram-type, melt-resistance soles (USFS Standard).

Wildland Fire Boot Standard (USFS)

“Personnel assigned to wildland fires must wear a minimum of 8-inch high, lace-type exterior leather work boots with Vibram-type, melt-resistant soles. The 8-inch height requirement is measured from the bottom of the heel to the top of the boot. Alaska is exempt from the Vibram-type sole requirement. All boots that meet the footwear standards as described are authorized for firefighting.”

- a. Firefighters who operate, or assist with the operation of heavy equipment (including J-5's, Muskegs and Dozers) shall wear hard-toed boots.
- b. Chainsaw operators on fires (must be trained and certified) may wear standard fire boots or cut resistant boots, boot covers or socks. Cut-resistant foot protection may be provided at state expense to all chainsaw operators.
- c. Safety boots (hard-toe) will be provided to natural resource firefighter leads and selected core-group smokechasers on a reimbursement basis (up to \$125 every 24 months, unless damaged beyond repair.) Occasionally smokechasers who are assigned to work near heavy equipment may be provided with approved toe protection devices at state expense.
- d. Specialty safety footwear, such as rubber boots, cut-resistant boots, etc. may be provided at no cost to the employee when approved by the immediate supervisor.

E. Safety Glasses

Safety eyewear must be worn in accordance with the DNR Personal Protective Equipment Policy in the DNR Health and Safety Manual. The fire account will pay for all safety goggles used for firefighting and for prescription safety glasses for regular and seasonal employees (e.g. leads) who need them for firefighting.

F. Hiring Age

Firefighting personnel must be 18 years old to perform fire line work. However, 17 year olds may be hired and trained in anticipation of being “fire line ready” by the age of 18.

Restrictions on 17 year old employees include:

- a.** May not drive a state vehicle.
- b.** May not be employed to “operate or assist in operation of power-driven machinery (or) in an occupation or activity, or on site, which is hazardous or dangerous to life, limb, or health.” (M.S. 181A.04 and Minnesota rules 5200-0910).
- c.** Must observe time-of-day limitations for high school students.
- d.** May not work on federal incidents. (USFS policy).
- e.** Employees must be 18 years of age to take the work capacity test to meet required physical fitness standards. They must complete and pass the work capacity test as soon as possible after their 18th birthday in order to continue employment.

Exhibit C
Detailed Estimate of Services.

									*5 Maint/Bill Overhead		
Equipment Rental Item	Rate	Per Unit	Total						% Cost		Total Equip.
Pickup 8,501-14,00	\$1.00	2,000	\$2,000.00						23.23%	\$464.60	\$ 2,464.60
ATV/UTV	\$ 45.78	20	\$915.60						23.23%	\$212.69	\$ 1,128.29
Trailer <10,000	\$4.83	20	\$96.60						23.23%	\$22.44	\$ 119.04
Truck Tandem Axle >26,000	\$5.50	100	\$550.00						23.23%	\$127.77	\$ 677.77
Trailer, Sign	\$ 38.77	20	\$775.40						23.23%	\$180.13	\$ 955.53
Total Equipment Cost											\$ 5,345.22
Employee - Job Class	Per Hour	*1 Hourly Rate \$	2*Basic Fringe Rate	*3 Labor Additive %	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries \$	Percent	Cost \$	Total Employees \$.
Nathan Johnson and David Murphy 2- TPS-3	1.0	\$33.00	\$11.13	22.93%	\$ 10.12	\$54.25	80	\$4,339.92	23.23%	\$1,008.16	\$ 5,348.08
2- TOS-2 and or TOS- 1	1.0	\$30.00	\$11.13	22.93%	\$9.43	\$50.56	80	\$4,044.89	23.23%	\$939.63	\$ 4,984.52
10- TG and or TGS	1.0	\$28.00	\$11.13	22.93%	\$8.97	\$48.10	150	\$7,215.38	23.23%	\$1,676.13	\$ 8,891.51
Total Cost of Salaries								\$ 15,600.19		\$3,623.92	\$19,224.11
Contract Subtotal											\$24,569.33
Contingency											\$430.67
Total Contract											\$ 25,000.00
*1 Hourly Rate = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.											
*2 A basic fringe rate of \$11.13 for FY 2021 can be added to the hourly rate. Employee actual fringe rate can be used rather than "Basic Rate." See Payroll Posting by Employee" report on the iHub at: http://webreports/financials/FormDefinition.aspx?rid=25910											
*3 Labor Additive is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.											
*4 Material Handling is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers. Maintenance/Billing Overhead is not applied to inventory items.											
*5 Maintenance/Billing Overhead is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing.											
*6 Fringe and Labor Additive are not charged against overtime hours.											
*7 M/BO not charged to inventory.											

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

State Project (SP) Number: 0901-70

Trunk Highway (TH) Number: 23

Project Description: Deer Creek Bridge replacement and stream restoration

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the state of Minnesota acting through its Commissioner of Transportation ("State") and the Minnesota Department of Natural Resources ("Other Agency") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. Other Agency must not begin work under this Contract until ALL required signatures have been obtained and Other Agency has been notified in writing to begin such work by State's Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on 10/31/2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this 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. Other Agency will perform services under this Work Order summarized generally as follows:
Other Agency will replace vegetation that was inadvertently removed within the Other Agency's aquatic management area, approximately 0.5 acres. The work will be completed during the 2021 planting season.

4. Items provided or completed by the Parties

- 4.1. The following will be provided or completed by the Other Agency:
Plant Stock, Materials, Equipment, and labor as described in Exhibit B
- 4.2. The following will be provided or completed by State:
A coordinate correct MicroStation file outlining the planting area, and PDF plan sheets outlining the planting area.

5. Consideration of Payment

- 5.1. State will pay for all services performed by Other Agency on a Lump Sum basis.
- 5.2. Other Agency will submit invoices for payment in accordance with the following schedule upon execution of this contract: Lump Sum payment.
- 5.3. State's total obligation for all compensation and reimbursements to Other Agency is \$6,314.96

IA Payable Work Order – Lump Sum

Updated 10/03/2018

6. Terms of Payment**6.1. Payment by State.**

6.1.1. Other Agency will create and enter an invoice in SWIFT.

6.1.2. State will make payment using the bilateral netting process in SWIFT.

7. Authorized Representatives**7.1. The State's Project Manager, for this Work Order is:**

Name/Title: Randy Costley/Project Manager, or successor
 MnDOT - District 1
 Street Address: 1123 Mesaba Avenue
 City State Zip: Duluth, MN 55811
 Telephone: (218) 725-2747
 Email: randy.costley@state.mn.us

7.2. 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 Other Agency's Project Manager for this Work Order is:**

Name/Title: Deserae Hendrickson/Area Fisheries Supervisor, or successor
 Name of Agency: Minnesota Department of Natural Resources
 Street Address: 5351 North Shore Drive
 City State Zip: Duluth, MN, 55804
 Telephone: (218) 302-3266
 Email: deserae.hendrickson@state.mn.us

7.4. The Other Agency's Project Manager for this Work Order is responsible for overseeing the Other Agency's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.**8. Termination**

8.1. Termination by the State or Other Agency. The Other Agency, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

8.2. Termination for Insufficient Funding. If the State is the Other Agency, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Other Agency. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Other Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Other Agency notice of the lack of funding within a reasonable time of the State's receiving that notice.

9. Additional Provisions

9.1. NONE

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OTHER AGENCY

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

By: **Bradford Parsons** Digitally signed by Bradford Parsons
Date: 2021.02.24 10:28:11 -06'00'

Title: Fisheries Section Manager, FAW

Date: _____

By: **David R. McCormack** Digitally signed by David R. McCormack
Date: 2021.02.24 09:47:28 -06'00'

Title: Fisheries Assistant Regional Manager, FAW

Date: _____

DNR SWIFT Contract #: 189812

Tied to Master Contract 129067, T-Number 1879A

STATE ENCUMBRANCE VERIFICATION

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

By: _____

Date: March 9, 2021

Swift Contract #: 190519

SWIFT PO #: 3000577981

COMMISSIONER OF TRANSPORTATION

By: **Duane Hill** Digitally signed by Duane Hill
Date: 2021.02.24 12:01:01 -06'00'

Title: District Engineer or Assistant District Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

MnDOT Contract Management

By: _____

Date: _____

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR ROADWAY MAINTENANCE

1. The Other Agency will perform roadway maintenance in accordance with the specifications and guidelines in the current "[MnDOT Maintenance Manual](#)."
2. Unless otherwise provided in this Work Order, the Other Agency is not required to perform extraordinary maintenance or reconstruction. The Other Agency should notify the State immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.
3. The Other Agency will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

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EXHIBIT B - PROJECT PROPOSAL ESTIMATES

Deer Creek Bridge replacement and stream restoration project

Planting Area- 0.5 acres (0.3 acres paid by MN DNR; 0.2 acres paid by MN DOT)

300 Trees and Shrubs (50 each of 6 species native to MN)

- Purchased from Boreal Natives, Cloquet, MN
- Potential species include: White Spruce, White Pine, Red Maple, Pin Cherry, White Cedar, High bush Cranberry, Mountain Ash, Red Oak
- 200 will be seedling plugs. Estimated cost: \$3.50- \$4.50 each
- 100 will be potted trees. They have either 2 gallon or 5 gallon options. \$22 or \$43 ea.
 - 2 gallon pot average height = shrub 18-24"; conifer 24"; deciduous 24-36"
 - 5 gallon pot average height = shrub 30-36"; conifer 30-36"; deciduous 30-60"
- Trees and Shrubs would be planted at approximately 8x8 spacing

Tree Protection (price estimate from Menards)

- For 250 trees and shrubs (spruce do not need protection)
- Wire caging cut into 10 ft. segments = 5 per 50ft. roll. Need 50 rolls.
 - 6' x 50' Welded Wire Fence = \$60
- 56" No Dig Fence Post to secure wire caging in ground = \$3.49

CCM Crew Labor

- 1 week crew time = \$5,880 (plus potential additional spike and/or COVID19 surcharge)

Totals (high end estimates):

- Trees and Shrubs = \$5,200 + tax (\$409.76) = \$5,609.76
 - Tree Protection = \$3,000 (caging) + \$872.50 (posts) = \$3,872.50 + tax (\$305.15) = \$4,177.65
 - CCM Crew Labor = \$6,000.00
- \$15, 787.41**

MN DNR Share: \$9,472.45

MN DOT Share: \$6,314.96

**STATE OF MINNESOTA
WORK ORDER UNDER
INTERAGENCY MASTER PARTNERSHIP CONTRACT**

Project Description: Provide Salt

This Work Order Contract is issued under the authority of the State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the state of Minnesota acting through its Commissioner of Transportation ("State") and the State of Minnesota, Department of Natural Resources, ("Other Agency") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Other Agency must not begin work under this Contract until ALL required signatures have been obtained and the Other Agency has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on 06/30/2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibit A is 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 State will perform services under this Work Order summarized generally as follows:
 - 3.1.1 Provide up to 3 tons of road salt (sodium chloride) per winter season at the current rate (per ton) from the Forest Lake Truck Station, 22010 Everton Ave. N, Forest Lake). See Exhibit B.
 - 3.1.2 Load the road salt onto the Other Agency's truck.
 - 3.1.3 Maintain records of road salt removed.

4. Items provided or completed by the Parties

- 4.1 The following will be provided or completed by the Other Agency:
 - 4.1.1 Promptly pay State invoice for salt used in previous month (the rate includes material handling fee and appropriate sales tax).
 - 4.1.2 Pick-up salt at any time truck station is open in amount up to three tons per winter season.
 - 4.1.3 Arrange for hauling the road salt from Forest Lake Truck Station.
 - 4.1.4 Maintain records of road salt received.



5. Consideration of Payment

- 5.1 The Other Agency will pay for all services performed by State on an actual cost basis as follows:
 - 5.1.1 The following items will be reimbursable at their actual cost to State:
 - 5.1.1.1 Materials and supplies reasonably needed to perform the work; the current materials handling overhead rate will be added to materials and supplies issued out of inventory; and
 - 5.1.1.2 Equipment needed to perform the work, at its rental rate as established by MnDOT; and
 - 5.1.1.3 Actual and reasonable costs of consultants and contractors engaged to perform the work; and
 - 5.1.1.4 Actual salary costs incurred by State, at the normal rate of pay plus reasonable and customary labor additives.
 - 5.1.2 State must, upon request of the Other Agency, provide documentation showing a breakdown of costs claimed.
- 5.2 The Other Agency's obligation for all compensation and reimbursements to State will not exceed \$398.48.

6. Terms of Payment

- 6.1 State will create and enter an invoice in SWIFT. Other Agency will be invoiced and make monthly payment for the actual cost of the road salt used during the previous month.
- 6.2 Other Agency will make payment using the bilateral netting process in SWIFT. Upon request of the Other Agency, State must provide documentation showing the actual costs incurred.
- 6.3 Per Section 7.4 of the Master Partnership Contract;
 - 6.3.1 The Other Agency will pay State as specified in this work order and will make prompt payment in accordance with Minnesota law.
 - 6.3.2. Payment by the Other Agency:
 - 6.3.2.1. The Other Agency will make payment to the order of the Commissioner of Transportation.
 - 6.3.2.2. IMPORTANT NOTE: Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the **MnDOT Invoice Number** shown on the invoice.
 - 6.3.2.3. Remit payment to the address below:
MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028184W21 and Invoice Number TBD.
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7. Authorized Representatives

- 7.1. The State's Project Manager, for this Work Order is:

Name/Title:	Lynn Tschida, Clear Roadways/South Region Assistant, or successor
MnDOT -	MnDOT Metro District-Maintenance
Street Address:	1500 County Road B2
City State Zip:	Roseville, MN 55113
Telephone:	651-234-7933
Email:	lynn.tschida@state.mn.us

- 7.2. 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 Other Agency's Project Manager for this Work Order is:
- | | |
|-----------------|--|
| Name/Title: | Tom Popsun, Assistant Manager-William O'Brien State Park, or successor |
| Name of Gov't: | Department of Natural Resources-William O'Brien State Park |
| Street Address: | 16821 O'Brien Trail North |
| City State Zip: | Marine on St. Croix, MN 55047 |
| Telephone: | 651-539-4984 |
| Email: | tom.popsun@state.mn.us |
- 7.4. The Other Agency's Project Manager for this Work Order is responsible for overseeing the Other Agency's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8. Termination

- 8.1. **Termination by the State or Other Agency.** The Other Agency, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** If the State is the Other Agency, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Other Agency. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Other Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Other Agency notice of the lack of funding within a reasonable time of the State's receiving that notice.

9. Additional Provisions

- 9.1. None

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OTHER AGENCY

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: District Engineer or Assistant District Engineer _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Contract #189394 / PO 3-183478

Exhibit A
Estimated Cost of MPC Work Order 1 for 2021 Snow Season

MnDOT Contract: 1028184W21

Article 1.3

										****Maintenance/ Billing Overhead	Materials/ Supplies	
										Percent	Cost	
Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee Percent	Cost					Total Cost		
Salt	3	\$75.49	\$226.47	22.54%	\$ 51.05					\$ 277.52		
			\$0.00		\$ -					\$ -		
			\$0.00		\$ -					\$ -		
			\$0.00		\$ -	M/BO not charged to inventory.				\$ -		
Total Materials and Supplies			\$0.00								\$ 277.52	
										Equipment Rental		
Equipment Rental Item	Rate	Per Unit	Total			Percent	Cost	Total Cost				
Equipment Rental Item 1			\$0.00			25.43%	\$0.00	\$0.00				
Equipment Rental Item 2			\$0.00				\$0.00	\$0.00				
Total Equipment Cost			\$0.00								\$0.00	
										Consultant Total		
Consultant Contract 1											\$0.00	
Consultant Contract 2											\$0.00	
Total Consultants		\$0.00									\$0.00	
Costs of Salaries												
										****Maintenance/ Billing Overhead	Salaries	
Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	**Labor Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	Percent	Cost	Total Cost	
1 Employee -Job Class		\$21.61	\$10.33	22.93%	\$ 7.32	\$39.26	2.50	\$98.16	23.23%	\$22.80	\$120.96	
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00	
1 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00	
1								\$98.16		\$24.96	\$120.96	
2 Employee -Job Class					\$ -			\$0.00		\$0.00	\$0.00	
2 Overtime			Fringe and Labor Additive are not charged			\$0.00		\$0.00		\$0.00	\$0.00	
2 Overtime X2 - Sundays and Holidays			against overtime hours			\$0.00		\$0.00		\$0.00	\$0.00	
2 NA								\$0.00		\$0.00	\$0.00	
3 Employee -Job Class								\$0.00		\$0.00	\$0.00	
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00	
3 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00	
3 NA								\$0.00		\$0.00	\$0.00	
Total Cost of Salaries								\$98.16		\$24.96	\$120.96	
Total Contract												\$398.48

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
DEPARTMENT OF NATURAL RESOURCES
INTERAGENCY AGREEMENT

State Project Number (S.P.):	<u>0302-84</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>10=002</u>	<u>\$218,160.00</u>

This Agreement is between the Minnesota Department of Transportation, acting through its Commissioner of Transportation ("MnDOT") and the Department of Natural Resources ("DNR").

Recitals

1. The DNR will perform grading, bituminous surfacing, and retaining wall construction and other associated construction upon, along and adjacent to Trunk Highway No. 10, 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane according to DNR-prepared plans, specifications and special provisions designated by the DNR and by MnDOT as State Project No. 0302-84 (T.H. 10=002) ("Project"); and
2. The DNR requests MnDOT participate in the costs of the slope reinforcement and storm sewer construction and MnDOT is willing to participate in the costs of said construction and associated construction engineering; and
3. 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 MnDOT 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: 2.4. MnDOT Ownership of Improvements; 5. Maintenance by the DNR; 10. Liability; Worker Compensation Claims; Insurance; 12. MnDOT Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** MnDOT-approved DNR plans, specifications and special provisions designated by the DNR and by MnDOT as State Project No. 0302-84 (T.H. 10=002) are on file in the office of the DNR's Project Manager and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** MnDOT grants to the DNR (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by MnDOT at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with MnDOT, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms

JC

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.

6. 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.

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MnDOT ENCUMBRANCE VERIFICATION

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

Signed: Mussa Braud

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: Kurt Skam

Title: Service Project Manager
Parks + Trails Division

Approved:

By: Phil L. J.

Title: Deputy Director

Date: 07/20/2018

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Shiloh Wald
(District Engineer)

Date: 7-30-18

Approved:

By: Budget Miller
(MnDOT Design Engineer)

Date: 7/26/18

COMMISSIONER OF ADMINISTRATION

MnDOT Contract Mgmt

By: [Signature]
(With Delegated Authority)

Date: Aug 3, 2018

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

~PRELIMINARY SCHEDULE "I"

Agreement No. 1028197

Minnesota Department of Natural Resources

Preliminary: June 6, 2018

S.P. 0302-84 (T.H. 10=002)

MnDOT Funds

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)

Data is considered Non-public prior to project award.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
DEPARTMENT OF NATURAL RESOURCES
INTERAGENCY AMENDMENT NO. 1**

MnDOT Project Number (S.P.): 0302-84
Trunk Highway Number (T.H.): 10=002

Original Amount Encumbered
\$218,160.00

Revised Amount Encumbered
\$308,971.26

Amended Amount Encumbered
\$4,058.99

Total MnDOT Obligation
\$313,030.25

This Amendment is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT") and the Department of Natural Resources ("DNR").

Recitals

1. MnDOT has a contract with the DNR identified as MnDOT Contract No. 1028197 ("Original Contract") to provide payment by MnDOT to the DNR for MnDOT's share of the costs of grading, bituminous surfacing, retaining wall construction and other associated construction upon, along, and adjacent to Trunk Highway No. 10 from 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane under MnDOT Project No. 0302-84 (T.H. 10=002); and
2. This Agreement is amended to provide payment by MnDOT to the DNR for the removal of culvert pipe on Trunk Highway No. 10; and
3. The DNR will provide MnDOT with a signed Supplement Certification Form and signed Supplemental Agreement No. 5 after the Amendment has been fully executed by MnDOT; and
4. MnDOT and the DNR are willing to amend the Original Contract as stated below.

Contract Amendment

The DNR must not begin work under this contract until this contract is fully executed and the DNR has been notified by MnDOT's Authorized Representative to begin the work.

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

REVISION 1. Article 1.5 is amended as follows:

1.5. Exhibits. ~~Preliminary~~ Amended Revised Schedule "I" is attached and incorporated into this Agreement.

REVISION 2. Article 6 is amended as follows:

6. Basis of MnDOT Cost

6.1. Schedule "I". The ~~Preliminary~~ Amended Revised 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 Amended Revised Schedule "I".

6.3. Culvert Removal Construction. MnDOT will pay for the removal of culvert pipe on T.H. 10 according to the Amended Revised Schedule "I".

6.3-6.4. Construction Engineering Costs. MnDOT will pay a construction engineering charge equal to 8 percent of the total MnDOT participation construction covered under this Agreement.

REVISION 3. Article 7 is amended as follows:

7. MnDOT Cost and Payment by MnDOT

7.1. MnDOT Cost. ~~\$218,160.00~~ **\$313,030.25** 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 Amended Revised Schedule "I". The Preliminary Amended Revised Schedule "I" was prepared using ~~estimated~~ contract quantities and unit prices, Supplemental Agreement No. 5 to DNR's construction contract for the Project 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~~ concurred in the DNR's award of the construction contract and, ~~if so, prepare~~ prepared a Revised Schedule "I" based on construction contract unit prices, which ~~will replace and supersede~~ replaced and superseded the Preliminary Schedule "I" as part of this Agreement. MnDOT paid the full and complete lump sum amount of \$308,971.26, as shown on the Revised Schedule "I", on November 19, 2019.

7.2. Conditions of Payment. MnDOT will pay the DNR the full and complete lump sum amount for the removal of culvert pipe as shown in the Preliminary Amended 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 Preliminary Amended 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.~~

~~B.-C. Execution of this amended Agreement and transmittal to the DNR, including a letter advising of MnDOT's concurrence in the award of the construction contract.~~

~~C.-D.~~ MnDOT's receipt of a written request from the DNR for the advancement of funds, and a signed DNR Supplement Certification Form and Supplemental Agreement No. 5 to DNR's construction contract for the Project, which show the lump sum cost for the removal of the culvert as seen in the Amended Revised Schedule "I". 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 amended 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.

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

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MNDOT ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Original SWIFT Purchase Order: 3000406519

Amended SWIFT Purchase Order: 3000556158

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: _____

Title: Senior Project Manager – Parks and Trails

Approved:

By: _____

Title: Deputy Director

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(MnDOT Design Engineer)

Date: _____

MNDOT CONTRACT MANAGEMENT

By: _____
(With Delegated Authority)

Date: _____

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA DEPT OF VETERANS AFFAIRS—VETERANS HOME MINNEAPOLIS
FOR
SUPPLY ROAD SALT FOR WINTER SEASON OF 2017-2022**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation (“MnDOT”) and the Minnesota Dept of Veterans Affairs—Veteran’s Home Minneapolis (“VDVA-VHMM”) located at: 5101 Minnehaha Avenue South, Minneapolis, MN 55417.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide road salt; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. Term of Agreement; Exhibits

- 1.1 *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and VDVA-VHM officials pursuant to Minnesota law.
- 1.2 *Expiration date.* This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 11.
- 1.3 *Exhibits.* Exhibit A is attached and incorporated into this agreement.

2. Scope of Work and Responsibilities of Each Party.

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit A.

2.1 MnDOT responsibilities. MnDOT will:

- 2.1.1 On November 1st of each year (at current rate), invoice VDVA-VHM for 50 tons of road salt for the winter season,
- 2.1.2 Provide up to 50 tons of road salt,
- 2.1.3 Load salt,
- 2.1.4 Maintain records of salt picked up by VDVA-VHMM,
- 2.1.5 On May 1 of each year the agreement funds will be reconciled by the MnDOT’s Authorized Representative in Article 4.2 and forwarded to MnDOT Finance and any remaining funds, will be refunded to MDVA-VHM.

- 2.1.6 Will create invoices in SWIFT and make payment of refunds using the bilateral netting process in SWIFT.

2.2 **VDVA-VHM responsibilities.** VDVA-VHM will:

- 2.2.1 Promptly pay MnDOT the invoice amount for the current year,
- 2.2.2 Pick up salt up to 50 tons at the Cedar Avenue truck station,
- 2.2.3 Arrange for the hauling of road salt from the Cedar Avenue truck station,
- 2.2.4 Maintain records of salt removed,
- 2.2.5 MDVA-VHM must create and enter an invoice in SWIFT for the refund amount, if any.

3. **Terms of Payment**

- 3.1 MnDOT will invoice VDVA-VHM as follows: upon execution of this agreement Local Government will pay for salt to be picked up October 1, 2017 to June 30, 2018 cost of \$3,518.11.
- 3.2 Future payments due under this agreement will be invoiced as follows:
 - 3.2.1 Invoice July 1, 2018 for salt picked up between July 1, 2018 and June 30, 2019.
 - 3.2.2 Invoice July 1, 2019 for salt picked up between July 1, 2019 and June 30, 2020.
 - 3.2.3 Invoice July 1, 2020 for salt picked up between July 1, 2020 and June 30, 2021.
 - 3.2.4 Invoice July 1, 2021 for salt picked up between July 1, 2021 and June 30, 2022.
- 3.3 The Other Party/ Local Government will make payment to the order of the Commissioner of Transportation. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN BELOW AND AT THE TOP OF THIS CONTRACT. Remit payment as required in Article 2.2.5:

MnDOT
 Attn: Cash Accounting
 RE: MnDOT Contract Number 1028455
 Mail Stop 215
 395 John Ireland Blvd
 St. Paul, MN 55155

- 3.4 The total obligation under this agreement is estimated to be \$18,678.13. This assumes an increase of 3% per year.

4. **Authorized Representatives**

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

4.2 **MnDOT's Authorized Representative** is

Name: Jay Emerson (or successor)
 Title: South Region TOS 4
 MnDOT - Metro District--Maintenance
 Street Address: 1500 County Road B2, MS 050
 City State Zip: Roseville, MN 55113
 Telephone: 651-234-7907
 Email: Jay.emerson@state.mn.us

4.3 **VDVA-VHM 's Authorized Representative is:**

Name: Brent Gustafson, (or successor)
 Title: Groundskeeper
 Other: Department of Veterans Affairs-Veterans Home Minneapolis
 Party/Local
 Gov't Name:
 Billing Address: 5101 Minnehaha Ave South
 City State Zip: Minneapolis, MN 55417-1699
 Street Address: 5101 Minnehaha Ave South
 City State Zip: Minneapolis, MN 55417-1699
 Telephone: 612-548-5942
 Email: brent.gustafson@state.mn.us

Liability

4.4 Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Agreement. The liability of MnDOT and MDVA-VHM is governed by Minnesota §3.736 and other applicable law.

5. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and the Legislative Auditor for a minimum of six years.

6. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

7. **Government Data Practices:**

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

8. **Assignment and Amendments**

8.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

9. **Waiver; Contract Complete**

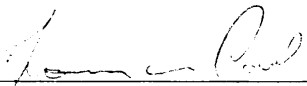
9.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

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

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

VDVA-VHM

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

By: 
Title: Asst. Dir.
Date: 11-6-17

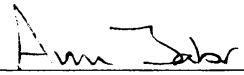
VDVA-VHM ENCUMBRANCE VERIFICATION

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

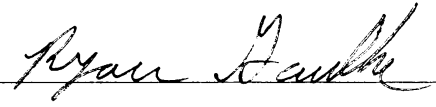
By: Theresa Summer
Date: 11-17-2017
SWIFT
Contract # 134484

SWIFT
Purchase
Order # 30000 324 79

COMMISSIONER OF TRANSPORTATION

By: 
Title: Assistant Commissioner or Assistant Division Director
Date: 11/20/17

COMMISSIONER OF ADMINISTRATION

By: 
Date: 11/21/17

Article 2 Partnership Proposal Reference

									****Maintenance/ Billing Overhead		Materials/ Supplies
			***Material Handling Fee					Percent	Cost	Total Cost	
Materials and Supplies (Inventory)	Unit	Rate	Total	Percent	Cost						
Salt	50	\$56.73	\$2,836.50	24.03%	\$ 681.61					\$ 3,518.11	
			\$0.00		\$ -					\$ -	
			\$0.00		\$ -					\$ -	
			\$0.00		\$ -			M/BO not charged to inventory.		\$ -	
Total Materials and Supplies			\$0.00							\$ 3,518.11	
									Equipment Rental		
Equipment Rental Item	Rate	Per Unit	Total			Percent	Cost			Total Cost	
Equipment Rental Item 1			\$0.00			25.43%	\$0.00			\$0.00	
Equipment Rental Item 2			\$0.00				\$0.00			\$0.00	
Total Equipment Cost			\$0.00							\$0.00	
Costs of Consultants			Amount						Consultant Total		
Consultant Contract 1									\$0.00		
Consultant Contract 2									\$0.00		
Total Consultants			\$0.00						\$0.00		
Costs of Salaries											
			Labor					**Maintenance/ Billing Overhead		Salaries	
Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	Percent	Cost	Total Cost
1 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
1								\$0.00		\$0.00	\$0.00
2 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
2 Overtime		\$0.00	Fringe and Labor Additive are not charged			\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00	against overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
2 NA								\$0.00		\$0.00	\$0.00
3 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
3 NA								\$0.00		\$0.00	\$0.00
Total Cost of Salaries								\$0.00		\$0.00	\$0.00
Total Contract											\$3,518.11

Five year agreement with est. 3% annual increase see Table on the next page.

Boxes in	are input boxes.			Total Estimated agreement		\$18,678.13
Boxes in	are notes.					
Total Cost of Contract FY 2018	Increase %	Increase \$	\$3,518.11			
FY 2019 plus	3.0%	\$105.54	\$3,623.65			
FY 2020 plus	3.0%	\$108.71	\$3,732.36			
FY 2021 plus	3.0%	\$111.97	\$3,844.33			
FY 2022 plus	3.0%	\$115.33	\$3,959.66			
Total Cost of Contract			\$18,678.13			

Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 Hourly **Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different. *2 A basic fringe rate of \$10.07 can be added to the hourly rate or to find out an employee's hourly rate including fringe, contact your Human Resources office.

** **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

*****Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

******Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

Shop Overhead (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above.

Please call Contract Management for help with this calculation.

AMENDMENT # 1 TO MnDOT Interagency Partnership Agreement #1028455.

Contract Start Date:	<u>11/21/2017</u>	Original Contract Amount:	<u>\$18,678.13</u>
Orig. Contract Exp. Date:	<u>06/30/2022</u>	Prev. Amendment(s) Total:	<u>\$0.00</u>
Amended Exp. Date	<u>06/30/2022</u>	Current Amendment Amount:	<u>\$721.74</u>
		Current Contract Total	<u>\$19,399.87</u>

Project Identification :	<u>Supply Road Salt for Winter Season of 2017-2022</u>		
State Project (SP):	<u>NA</u>	Trunk Highway #:	<u>NA</u>
Federal Project #	<u>NA</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis ("VDVA-VHMM").

Recitals

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 ("Original Contract") to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

Contract Amendment

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded** and underlined.

REVISION 1. Sub-article 1.3 "**Exhibits**" is amended as follows:

1.3 **Exhibits.** Exhibit ~~A~~**A-1** is attached and incorporated into this agreement.

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

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A~~**A-1**.

REVISION 3. Sub-article 3.2 is amended as follows:

3.2 ~~Future payments due under this agreement will be invoiced as follows~~ **Estimated future invoice costs, based on a 3% increase, are as follows:**

- 3.2.1 Invoice ~~July 1, 2018~~ for salt picked up between July 1, 2018 and June 30, 2019. **\$3,796.17**
- 3.2.2 Invoice ~~July 1, 2019~~ for salt picked up between July 1, 2019 and June 30, 2020. **\$3,910.05**
- 3.2.3 Invoice ~~July 1, 2020~~ for salt picked up between July 1, 2020 and June 30, 2021. **\$4,027.36**
- 3.2.4 Invoice ~~July 1, 2021~~ for salt picked up between July 1, 2021 and June 30, 2022. **\$4,148.18**

REVISION 4. Sub-article 3.4 is amended as follows:

RG

- 3.4 The total obligation under this agreement **and associated amendments** is estimated to be ~~\$18,678.13~~ **\$19,399.87**. This assumes an increase of 3% per year **as detailed on Exhibit A-1**.

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

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

MDVA-VHM

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

By: Thomas Paul
Title Administrator
Date 2-3-18

MDVA-VHM ENCUMBRANCE VERIFICATION

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

By: Theresa Sumner
Date: 7/12/2018
SWIFT
Contract # 134484

SWIFT
Purchase
Order # 3000035453

COMMISSIONER OF TRANSPORTATION

By: Spay Mautman
Title Assistant Commissioner or
Assistant Division Director
Date 9.11.18

COMMISSIONER OF ADMINISTRATION

By: Ryan Gaulke
Date 9/17/2018

Exhibit A1
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Article 2 Partnership Proposal Reference

Material Handling Fee										*Maintenance/ Billing Overhead		Materials/ Supplies
Materials and Supplies (Inventory)	Unit	Rate	Total	Percent	Cost					Percent	Cost	Total Cost
Salt	50	\$56.73	\$2,836.50	24.03%	\$ 681.61							\$ 3,518.11
		\$67.68	\$3,384.00	12.18%	\$ 412.17							\$ 3,796.17
			\$0.00		\$ -							\$ -
			\$0.00		\$ -					M/BO not charged to inventory.		\$ -
Total Materials and Supplies			\$0.00									\$ 3,518.11
Total Materials and Supplies			\$0.00									\$ 3,796.17
Equipment Rental												
Equipment Rental Item	Rate	Per Unit	Total							Percent	Cost	Total Cost
Equipment Rental Item 1			\$0.00							25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00								\$0.00	\$0.00
Total Equipment Cost			\$0.00									\$0.00
**Labor												
Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries		****Maintenance/ Billing Overhead		Salaries Total Cost
1 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00			\$0.00	\$0.00
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00			\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00			\$0.00	\$0.00
1								\$0.00			\$0.00	\$0.00
2 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00			\$0.00	\$0.00
2 Overtime			\$0.00	Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays			\$0.00	overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
2 NA								\$0.00			\$0.00	\$0.00
3 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00			\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00			\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00			\$0.00	\$0.00
3 NA								\$0.00			\$0.00	\$0.00
Total Cost of Salaries								\$0.00			\$0.00	\$0.00
Total Contract								\$0.00			\$0.00	\$0.00
Total Contract												\$3,518.11
Total Contract												\$3,796.17

Boxes in are input boxes.
Boxes in are notes.

Five year agreement with est. 3% annual increase see Table on the next page.
Total Estimated agreement

\$19,399.87

Exhibit A1

MnDOT Contract: 1028455

Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Total Cost of Contract FY 2018	Increase %	Increase \$	\$3,518.11	\$3,518.11
FY 2019 plus	3.0%	\$0.07904	<u>\$105.54</u>	<u>\$278.06</u>
FY 2020 plus	3.0%		<u>\$108.71</u>	<u>\$113.89</u>
FY 2021 plus	3.0%		<u>\$111.97</u>	<u>\$117.30</u>
FY 2022 plus	3.0%		<u>\$115.33</u>	<u>\$120.82</u>
Total Cost of Contract			<u>\$18,678.13</u>	<u>\$19,399.87</u>

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 Hourly Rate = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different. *2 A basic fringe rate of \$10.07 can be added to the hourly rate or to find out an employee's hourly rate including fringe, contact your Human Resources office.

** Labor Additive is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

***Material Handling is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

****Maintenance/Billing Overhead is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

Shop Overhead (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.



MnDOT Contract #: 1028455A02

AMENDMENT # 2 TO MnDOT Interagency Partnership Agreement #1028455.

Contract Start Date:	<u>11/21/2017</u>	Original Contract Amount:	<u>\$18,678.13</u>
Orig. Contract Exp. Date:	<u>06/30/2022</u>	Prev. Amendment(s) Total:	<u>\$721.74</u>
Amended Exp. Date	<u>06/30/2022</u>	Current Amendment Amount:	<u>\$3,096.76</u>
		Current Contract Total	<u>\$22,496.63</u>

Project Identification : Supply Road Salt for Winter Season of 2017-2022

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis ("VDVA-VHMM").

Recitals

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 ("Original Contract") to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

Contract Amendment

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded and underlined**.

REVISION 1. Sub-article 1.3 "Exhibits" is amended as follows:

1.3 **Exhibits.** Exhibit ~~A-1~~ **A-2** is attached and incorporated into this agreement.

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

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A-1~~ **A-2**.

REVISION 3. Sub-article 3.2 is deleted and replaced in its entirety:

3.2	Estimated future invoice costs, based on a 3% increase, are as follows:	
3.2.1	Invoice for salt picked up between July 1, 2018 and June 30, 2019.	\$3,796.17
3.2.2	Invoice for salt picked up between July 1, 2019 and June 30, 2020.	\$4,911.95
3.2.3	Invoice for salt picked up between July 1, 2020 and June 30, 2021.	\$5,059.31
3.2.4	Invoice for salt picked up between July 1, 2021 and June 30, 2022.	\$5,211.09

REVISION 4. Sub-article 3.4 is amended as follows:

3.4 The total obligation under this agreement and associated amendments is estimated to be ~~\$19,399.87~~ **\$22,496.63**. This assumes an increase of 3% per year as detailed on Exhibit ~~A-1~~ **A-2**.

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

MDVA-VHM

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

COMMISSIONER OF TRANSPORTATION

By: Thomas Paul
Title Administrator
Date 9-4-19

By: Ann Sabor
Assistant Commissioner or
Title Assistant Division Director
Date 10/9/19

MDVA-VHM ENCUMBRANCE VERIFICATION

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

COMMISSIONER OF ADMINISTRATION

By: Shaese Gunderson
Date: 8/12/2019
SWIFT
Contract # 134484

By: Ryan Hauke
Date 10/12/2019

SWIFT
Purchase
Order # 39224

Exhibit A2
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee Percent	Cost	****Maintenance/ Billing Overhead Percent	Cost	Materials/ Supplies Total Cost
Salt	50	\$80.68	\$4,034.00	18.79%	\$ 757.99			\$ 4,791.99
			\$0.00		\$ -			\$ -
			\$0.00		\$ -			\$ -
M/BO not charged to inventory.								\$ -
Total Materials and Supplies			\$0.00					\$ 4,791.99

Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost	Equipment Rental Total Cost
Equipment Rental Item 1			\$0.00	25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00		\$0.00	\$0.00
Total Equipment Cost			\$0.00			\$0.00

Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	**Labor Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead Percent	Cost	Salaries Total Cost
1 Office and Administrative Specialist		\$21.08	\$10.33	25.64%	\$ 8.05	\$ 39.46	2.50	\$98.66	21.59%	\$21.30	\$119.96
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
1								\$98.66		\$25.09	\$119.96
2 Employee -Job Class			\$10.33	25.64%	\$ 2.65	\$ -		\$0.00		\$0.00	\$0.00
2 Overtime		\$0.00	Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00	overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
2 NA								\$0.00		\$0.00	\$0.00
3 Employee -Job Class			\$10.33	25.64%	\$ 2.65	\$ -		\$0.00		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
3 NA								\$0.00		\$0.00	\$0.00
Total Cost of Salaries								\$98.66		\$25.09	\$119.96
Total Contract											\$4,911.95

Boxes in	are input boxes.	Total Estimated agreement									\$22,496.63
Boxes in	are notes.	Five year agreement with Actual FY18-20, Estimated FY 21-22 3% annual increase see Table below.									

	Increase %	Increase \$	Cost per year
Total Cost of Contract FY 2018			\$3,518.11
FY 2019 plus	7.9%	\$278.06	\$3,796.17
FY 2020 plus	29.4%	\$1,115.78	\$4,911.95
FY 2021 plus	3.0%	\$147.36	\$5,059.31
FY 2022 plus	3.0%	\$151.78	\$5,211.09
Total Cost of Contract			\$22,496.63

Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 Hourly **Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.

** **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

*****Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

******Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

Shop Overhead (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.



Purchase Order



Veterans Affairs Department
Mpls Veterans Home

Dispatched

Phone Dispatch

Purchase Order	Date	Revision	Page
H7501-3000039224	07/01/2019	1 - 08/12/2019	1 of 1
Payment Terms	Freight Terms	Ship Via	Event ID
Net 0	FOB Pallow	Ground	
Buyer	Phone	Currency	Agency Reference
Theresa C Gunderson	612/548-5951	USD	

Vendor:
T790000000
TRANSPORTATION DEPT
395 JOHN IRELAND BLVD
ST PAUL MN 55155
United States

Ship To:
WAREHOUSE
5101 MINNEHAHA AVE SO
MPLS MN 55417-1647
United States

Attention:
Not Specified

Bill To:
ACCOUNTS PAYABLE
2ND FL/BLDG 10
5101 MINNEHAHA AVE S
MPLS MN 55417-1647
United States

Tax Exempt?		Tax Exempt ID:	Replenishment Option: Standard				
Line - Sch	Item/Description Mfg Itm ID	Manufacturer Name	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FY 20 ROAD SALT Amendment 2		1.0000	LO	4911.95000	4911.95	07/01/2019

Contract ID: 00000000000000000000134484

Contract Line: 3

Schedule Total	4911.95
Item Total	4911.95
Total PO Amount	4911.95

1. Show the purchase order number on Invoice and all tags, packages and correspondence.
2. This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.
3. All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
4. Invoicing must match line items on the purchased order.
5. DO NOT COLLECT SALES TAX on this order unless instructed to do so on this Purchase Order or the solicitation document. Effective July 1, 1996, Minnesota State agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4406717. The Department of Revenue does not require State agencies to complete the ST3 Form with this order.
6. Payment terms are Net 30 unless a discount is offered for early payment.

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

Unauthorized

AMENDMENT # 03 TO MnDOT Interagency Partnership Agreement #1028455.

Project Identification: Supply Road Salt for Winter Season of 2017-2022

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis ("VDVA-VHMM").

Recitals

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 ("Original Contract") to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

Contract Amendment

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded** and underlined.

REVISION 1. Sub-article 1.3 "**Exhibits**" is amended as follows:

1.3 **Exhibits.** Exhibit ~~A-2~~ A-3 is attached and incorporated into this agreement.

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

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A-2~~ A-3.

REVISION 3. Sub-article 3.2 is deleted and replaced in its entirety:

3.2	Estimated future invoice costs, based on a 3% increase, are as follows:	
3.2.1	Invoice for salt picked up between July 1, 2017 and June 30, 2018	\$3,518.11
3.2.1	Invoice for salt picked up between July 1, 2018 and June 30, 2019	\$3,796.17
3.2.2	Invoice for salt picked up between July 1, 2019 and June 30, 2020	\$4,911.95
3.2.3	Invoice for salt picked up between July 1, 2020 and June 30, 2021	\$4,496.25
3.2.4	Invoice for salt picked up between July 1, 2021 and June 30, 2022	<u>\$4,631.14</u>
	Estimated Contract total	\$21,353.62

REVISION 4. Sub-article 3.4 is amended as follows:

3.4 The total obligation under this agreement and associated amendments is estimated to be ~~\$22,496.63~~ \$21,353.62. This assumes an increase of 3% per year as detailed on Exhibit ~~A-2~~ A-3.

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

MDVA-VHM

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

COMMISSIONER OF TRANSPORTATION

By: Thomas Paul
Title: Administrator
Date: 8-3-2020

By: _____
Title: Assistant Commissioner or
Assistant Division Director
Date: _____

MDVA-VHM ENCUMBRANCE VERIFICATION

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

COMMISSIONER OF ADMINISTRATION

By: Theresa Gunderson
Date: 8/11/2020
SWIFT
Contract # 134484

By: _____
Date: _____

SWIFT
Purchase
Order # 30000 448417

Exhibit A-3
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Article 2 Partnership Proposal Reference

				Material Handling Fee		*Maintenance/ Billing Overhead		Materials/ Supplies	
Materials and Supplies (Inventory)	Unit	Rate	Total	Percent	Cost	Percent	Cost	Total Cost	
Salt	50	\$71.41	\$3,570.50	22.54%	\$ 804.79			\$ 4,375.29	
			\$0.00		\$ -			\$ -	
			\$0.00		\$ -			\$ -	
Total Materials and Supplies			\$0.00			M/BO not charged to inventory.		\$ -	
								\$ 4,375.29	
								Equipment Rental	
Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost	Percent	Cost	Total Cost	
Equipment Rental Item 1			\$0.00	25.43%	\$0.00			\$0.00	
Equipment Rental Item 2			\$0.00				\$0.00	\$0.00	
Total Equipment Cost			\$0.00					\$0.00	
								\$0.00	
				Labor		**Maintenance/ Billing Overhead		Salaries	
Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	Percent Cost
1 Office and Administrative Specialist		\$21.61	\$10.33	22.93%	\$ 7.32	\$ 39.26	2.50	\$98.16	23.23%
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00	\$0.00
1								\$0.00	\$0.00
								\$98.16	\$24.96
2 Employee -Job Class			\$10.33	22.93%	\$ 2.37	\$ -		\$0.00	\$0.00
2 Overtime		\$0.00	Fringe and Labor Additive are not charged against			\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00	overtime hours			\$0.00		\$0.00	\$0.00
2 NA								\$0.00	\$0.00
3 Employee -Job Class			\$10.33	22.93%	\$ 2.37	\$ -		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00	\$0.00
3 NA								\$0.00	\$0.00
Total Cost of Salaries								\$0.00	\$0.00
Total Contract								\$98.16	\$24.96
									\$120.96
Boxes in	are input boxes.								\$4,496.25
Boxes in	are notes.								\$21,353.62
Five year agreement with Actual FY18-20, Estimated FY 21-22 3% annual increase see Table below.									
Total Cost of Contract FY 2018	Increase %	Increase \$	Cost per year						
FY 2019 plus	7.9%	\$278.06	\$3,518.11						
FY 2020 plus	29.4%	\$1,115.78	\$3,796.17						
FY 2021 plus	-8.46%	-\$415.70	\$4,911.95						
FY 2022 plus	3.0%	\$134.89	\$4,496.25						
Total Cost of Contract			\$4,631.14						
			\$21,353.62						

Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

- *1 **Hourly Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.
- ** **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.
- *****Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.
- ******Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.
- Shop Overhead** (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.

**INTERAGENCY PARTNERSHIP CONTRACT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA DEPARTMENT OF PUBLIC SAFETY, STATE PATROL DIVISION
FOR
RENTAL OF CLASSROOM SPACE AT MNDOT'S TRAINING CENTER**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and Minnesota Department of Public Safety, State Patrol Division ("DPS-SPD") located at: 445 Minnesota Street #130, Saint Paul, MN 55101-5130.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide use of and payment for rental of classroom space at MnDOT's Training Center; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. **Term of Agreement; Exhibits**
 - 1.1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and Other Party/Local Government officials pursuant to Minnesota law.
 - 1.1.2 **Expiration date.** This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 11.
 - 1.2 **Exhibits.** Exhibit A is attached and incorporated into this agreement.
2. **Scope of Work and Responsibilities of Each Party.** This agreement will provide for the use of classroom space as defined in Exhibit A, located in the MnDOT Training Center in Shoreview, 1900 West County Road I, Shoreview, MN 55126 to the DPS-SPD, which will be scheduled in advance for each training event.
 - 2.1 **State responsibilities.** State will:
 - 2.1.1 Create invoices for classroom space used by DPS-SPD, from July 1, 2017 until the date this agreement is approved and, thereafter, monthly for classroom space use in accordance with pricing listed on Exhibit A.
 - 2.1.2 Reserve available classroom space per DPS-SPD request.
 - 2.1.3 Set-up classroom(s) on reserved dates per DPS-SPD request.
 - 2.1.4 Provide room clean up.
 - 2.2 **DPS-SPD responsibilities.** DPS-SPD will:
 - 2.2.1 Pay invoiced amount for classroom space used in accordance with pricing listed on Exhibit A.
 - 2.2.2 Schedule classroom use with MnDOT Training Center front desk.
 - 2.2.3 Obtain all necessary permits and licenses required for DPS-SPD training activities.

- 2.2.4 Be responsible for internal security of personal property within the MnDOT classroom areas assigned.
- 2.2.5 Accept full responsibility for the conduct of all DPS-SPD employees and other individuals invited by DPS-SPD.

3. **Terms of Payment**

- 3.1 State will invoice for classroom space use upon execution of this agreement using the bilateral netting process in SWIFT. The estimated amount for this contract is \$25,000.00. If the estimated amount is exceeded, an amendment will be executed.
- 3.1.1 State will create an invoice in SWIFT..
- 3.1.2 DPS-SPD will make payment in SWIFT.

4. **Authorized Representatives**

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

- 4.2 *State's Authorized Representative* is

Name: Linda Hinrichs (or successor).
Title: Training Manager
MnDOT - Corporate Services/Office of Human Resources
Street Address: 1900 West County Road I, MS 206
City State Zip: Shoreview, MN 55126
Telephone: 651-366-5244
Email: linda.hinrichs@state.mn.us

- 4.3 *DPS-SPD Authorized Representative* is:

Name: Eric Barthel (or successor).
Title: Captain
Other Party: Department of Public Safety, State Patrol Division
Billing Address: 445 Minnesota Street #130
City State Zip: Saint Paul, Mn 55101-5130
Telephone: 651-757-1910
Email: eric.barthel@state.mn.us

5. **Amendments**

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

6. **Liability**

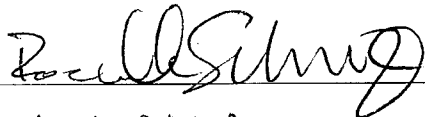
- 6.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

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

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

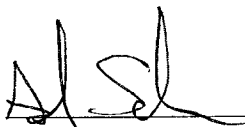
**DEPARTMENT OF PUBLIC SAFETY –
STATE PATROL DIVISION**

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

By: 
Title: Asst. Chief
Date: 10/2/17


STATE ENCUMBRANCE VERIFICATION

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

By: 
Date: 3 Oct 2017
SWIFT
Contract # 83267

SWIFT
Purchase
Order # Article 10's

COMMISSIONER OF TRANSPORTATION

By: 
Title: Assistant Division Director
Date: 10-12-17

COMMISSIONER OF ADMINISTRATION

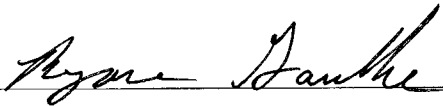
By: 
Date: 10/16/2017

EXHIBIT A: MnDOT Classroom Rental Information At A Glance

Room #	Daily Rate	Classroom Style Capacity	Conference Style Capacity	Notes	Size
1	\$100	60-80	40		32'x64'
2	\$75	32	25	Smartboard	32'x32'
3	\$75	32	25		32'x32'
4	\$100	60-80	40		32'x64'
5	\$250	18		18 computer workstations	
6	\$250	8		CAES CADD 8 computer workstations	
7	\$250	12		CAES CADD 12 computer workstations	
8	\$85	40	25-30		30'x46'
9	\$75	14	14	Skype Conference Equipment	20'x22'
10	\$85	45	30		33'x46'
11	\$75	20	20		25'x34'
14	\$75	12	12		15'x20'
A	\$75	8	8	Desktop Skype Conference equipment	30'x40'

**PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA INDIAN AFFAIRS COUNCIL
FOR
BURIAL RECOVERY AT MISSION CREEK IN DULUTH
STATE PROJECT NUMBER 6910-92**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and Minnesota Indian Affairs Council ("MIAC") located at: 161 St. Anthony Ave, Ste 919, St. Paul, MN 55103.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide recovery of the cemetery that was inadvertently disturbed by construction ; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. **Term of Agreement; Exhibits**

- 1.1 *Effective date.* This Agreement will be effective July 1, 2017.
- 1.2 *Expiration date.* This Agreement will expire on June 30, 2019 unless terminated earlier pursuant to Article 11.
- 1.3 *Exhibits.* Exhibits A-D are attached and incorporated into this agreement.

2. **Scope of Work and Responsibilities of Each Party.** See Exhibit A, which is attached and incorporated into this agreement.

3. **Terms of Payment**

- 3.1 Contractor will be paid on a Hourly Rate plus Expenses basis as follows:

Direct Labor Costs:	\$ 314,339.50
Direct Expense Costs:	\$ 74,550.00

- 3.2 State will not pay overtime rates for any overtime worked by Contractor unless State's Authorized Representative has specifically authorized overtime, in writing.
- 3.3 Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by the State's Authorized Representative prior to incurring costs.
- 3.4 See Exhibit B for Budget Details on Contractor.
- 3.5 Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount

than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

3.6 State's total obligation for all compensation and reimbursements to Contractor will not exceed \$388,889.50.

4. Payment.

4.1 Payment

- 4.1.1 **Invoices.** MIAC must submit invoices electronically for payment, using the format set forth in Exhibit D. MIAC will submit invoices for payment on a quarterly basis.
- 4.1.2 **MnDOT's Payment Requirements.** MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MIAC's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MIAC within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MIAC within 30 days of receipt of such invoice.
- 4.1.3 **All Invoices Subject to Audit.** All invoices are subject to Audit, at MnDOT's discretion.
- 4.1.4 **Invoice Package Submittal.** MIAC must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.
 - 4.1.4.1 Each invoice must contain the following information: MnDOT Contract Number, MIAC's invoice number (sequentially numbered), MIAC's billing and remittance address, if different from business address, and MIAC's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
 - 4.1.4.2 Direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of MIAC. Supporting documentation in the form of approved expenses as submitted through SEMA 4, which will be provide to MnDOT as requested.
 - 4.1.4.3 MIAC must provide, upon request of MnDOT's Authorized Representative, the following supporting documentation:
 - 4.1.4.3.1 Direct salary costs of employees' time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
 - 4.1.4.3.2 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.
 - 4.1.4.4 **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this contract may be paid until MnDOT's agency head has reviewed the final product of this contract. The balance due will be paid when MnDOT's agency head determines that MIAC has satisfactorily fulfilled all the terms of this contract.
 - 4.1.4.5 **Federal Funds.** If federal funds are used, MIAC is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any

requirements imposed by MIAC's failure to comply with federal requirements.

5. **Conditions of Payment.** All services provided by MIAC under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. MIAC will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state or local law.

6. **Authorized Representatives**

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

6.2 *State's Authorized Representative* is

Name:	Roberta Dwyer	or her successor.
Title:	Project Manager	
MnDOT -	District One	
Street Address:	1123 Mesaba Avenue	
City State Zip:	Duluth, MN 55811	
Telephone:	218-725-2781	
Email:	Roberta.dwyer@state.mn.us	

6.3 *MIAC's Authorized Representative* is:

Name:	Dennis Olson, Jr	or his successor.
Title:	Executive Director	
MIAC:	Minnesota Indian Affairs Council:	
Billing Address:	161 St. Anthony Avenue	
City State Zip:	St. Paul, MN 55103	
Telephone:	(651) 539-2202	
Email:	dennis.w.olson@state.mn.us	

7. **Standard of Care and Liability.** In the performance of its professional services, MIAC will use the degree of care, knowledge, and skill ordinarily exercised by other reputable professionals in the field under like circumstances in the State of Minnesota. MIAC will be responsible for any damages incurred as a result of its failure to comply with this standard of care or other contract requirements, and for any loss or cost to repair or remedy such non-compliance. MIAC will indemnify, save, and hold MnDOT, and its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by, arising from the performance of this agreement by MIAC or MIAC's agents or employees. This clause will not be construed to bar any legal remedies MIAC may have for MnDOT's failure to fulfill its obligations under this agreement.
8. **Audit.** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of MIAC relevant to this Agreement are subject to examination by MnDOT and the State of Minnesota and the Legislative Auditor for a minimum of six years.
9. **Jurisdiction and Venue.** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.
10. **Government Data Practices.** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties. The parties recognize that Minn. Stat. § 307.08, Subd. 11 and Section 304 of the National Historic Preservation Act make certain archeological site data nonpublic.

11. **Dispute Resolution.** MnDOT and MIAC have a mutual desire to resolve contract and project-related disputes expeditiously, informally, and at the lowest level possible. Disputes will be initially addressed by the MnDOT CRU Project Manager and the MIAC liaison. If the dispute is not resolved at the initial level, it will be referred to the MnDOT CRU Supervisor and the MIAC liaison. If the dispute is not resolved at that intermediate level, it will be referred to MIAC Executive Director and the State Commissioner of Transportation.
12. **Time.** MIAC must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence. MIAC will perform its duties as expeditiously as is consistent with professional care and skill and the orderly progress of the project. If MIAC fails to substantially perform its duties by the time fixed for the completion of the work, MnDOT may immediately terminate this contract. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to a "force majeure event" including acts of God, acts of the public enemy, unusually severe weather, or acts of governmental authorities.
13. **Workers' Compensation and Employment Claims.** MIAC certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. MIAC's employees and agents are not employees of MnDOT. Any claims that may arise under the Minnesota Workers' Compensation Act and any other employment related claims which may be brought by, or on behalf of, the MIAC Liaison and any claims made by any third party as a consequence of any act or omission on the part of MIAC or the MIAC Liaison are in no way MnDOT's obligation or responsibility.
14. **Plain Language; Accessibility Standards.**
 - 14.1 *Plain Language.* MIAC must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MIAC will take the following steps in the deliverables: Use language commonly understood by the public; Write in short and complete sentences; Present information in a format that is easy-to-find and easy-to-understand; and Clearly state directions and deadlines to the audience.
 - 14.2 *Accessibility Standards.* MIAC agrees to comply with the State of Minnesota's Accessibility Standard (http://nm.gov/oet/images/Stnd_State_Accessibilit.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Contractor's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows: All videos must include closed captions, audio descriptions and a link to a complete transcript; All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Contractor will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.
15. **Discrimination.** MIAC will comply with the provisions of Minnesota Statutes § 181.59 which requires that every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause I

of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

16. **E-Verify Certification (In accordance with Minnesota Statutes §16C.075).** For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of MnDOT, MIAC and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of MnDOT. MIAC is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with MIAC and made available to MnDOT upon request.

17. **Assignment and Amendments**

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

18. **Waiver; Contract Complete**

- 18.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
- 18.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

19. **Termination or Suspension**

- 19.1 This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party.
- 19.2 MnDOT may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to MIAC. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, MIAC will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide MIAC notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 19.3 MnDOT may immediately suspend this contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by MIAC during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

MINNESOTA INDIAN AFFAIRS COUNCIL

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

By: [Signature]
 Title: Chairman
 Date: 6/27/18

COMMISSIONER OF TRANSPORTATION

By: [Signature]
 Assistant Commissioner or
 Title: Assistant Division Director Engineering Services
 Date: 6/28/2018

MINNESOTA INDIAN AFFAIRS COUNCIL

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

By: [Signature]
 Title: Executive Director
 Date: 6/27/18

STATE ENCUMBRANCE VERIFICATION

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

By: [Signature]
 Date: 6/27/18
 SWIFT Contract #: 143969
 SWIFT Purchase Order #: 3000423101

MnDOT Capital Asset
COMMISSIONER OF ADMINISTRATION

By: [Signature]
 Date: 6-28-2018

Exhibit A
Scope of Work

The scope of this work includes assisting the State with burial recovery efforts at the inadvertently disturbed native cemetery on T.H. 23 near Mission Creek in Duluth, Mn. Work items will include coordinating with the State, the Fond du Lac Band and the Office of the State Archaeologist (OSA) to direct the State's consultant for restoration the as per Minnesota statute §307.08. The following tasks are included:

- Weekly meetings, State, OSA and Fond du Lac staff
- Regular communications with consultant and State
- Oversight of the burial recovery site to ensure that human remains and cultural artifacts are identified, handled with proper care and respect, and turned over to the Fond du Lac community for repatriation.
- Communications with the Fond du Lac Reservation Business Council
- provide appropriate training to burial recovery workers
- transportation of recovered materials to appropriate repositories

Contractor will provide their own vehicles and equipment for this work.

Exhibit B
Budget

Employee	Rate (1) (2)			FY 2019 Amount		Cost
Cultural Resource Director	\$	52.31	Hour	1600	3200	\$ 167,392.00
Cultural Resource Specialist- Regular	\$	36.10	Hour	2000	3600	\$ 129,960.00
Cultural Resource Specialist-OT@1.5 X plus FICA	\$	37.75	Hour	250	450	\$ 16,987.50
						\$ 314,339.50
Direct Expenses						
Lodging	\$	100.00	Night	200	400	\$ 40,000.00
Meals	\$	36.00	Day	250	450	\$ 16,200.00
Mileage	\$	0.545	miles	10,000	30000	\$ 16,350.00
Supplies	\$	1,000.00	Annually		2000	\$ 2,000.00
(1) Includes fringe benefits.						\$ 74,550.00
Grand Total	\$	388,889.50				

(1) Includes FICA, retirement, insurance
(2) or current wage

**Minnesota Department of Transportation
Reimbursement Rates for Travel Expenses**

<u>Subject</u>	<u>Conditions/Mileage</u>	<u>Rate</u>
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost
	<u>Meals</u>	
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person
	<u>Lodging</u>	
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

- (1) A maximum rate shown or a lesser rate per actual reimbursement to an employee.
- (2) Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.

INVOICE NO. _____

Estimated Completion: _____ % (from Column 6 Progress Report)
Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 1030889

Contract Expiration Date: November 20, 2020

SP Number: 6910-92 TH Number: 23

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$314,339.50			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$74550.00			
Net Earnings Totals:	\$388,889.50			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
Total**			

**Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Indian Affairs Council

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



MnDOT Contract #: 1030889

AMENDMENT # 1 TO MnDOT INTERAGENCY #: 1030889.

Contract Start Date:	06/28/2018	Original Contract Amount:	\$388,889.50
Orig. Contract Exp. Date:	06/30/2019	Prev. Amendment(s) Total:	\$ N/A
Amended Exp. Date :	11/30/2020	Current Amendment Amount:	\$ N/A
		Current Contract Total:	\$388,889.50

Project Identification:	Burial Recovery at Mission Creek in Duluth		
State Project (SP):	6910-92	Trunk Highway #:	23
Federal Project # :	N/A		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and Minnesota Indian Affairs Council a Governmental Agency ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as MnDOT Contract No. 1030889 ("Original Contract") to provide assistance with burial recovery at Mission Creek in Duluth.
2. The expiration date for this agreement needs to be extended in order to complete the tasks in the agreements scope of work.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Article 1.2 is amended as follows:

- 1.2 Expiration date.** This Agreement will expire on ~~June 30, 2019~~ November 30, 2020 unless terminated earlier pursuant to Article 11.

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

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

CONTRACTOR

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

By: [Signature]
 Title: Executive Director MIAAC
 Date: 6/27/19

By: [Signature]
 Title: Chairman
 Date: 6/28/19

STATE ENCUMBRANCE VERIFICATION

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

By: [Signature]
 Date: 7-3-19

SWIFT Contract # 143969

SWIFT Purchase Order # 3000465988

COMMISSIONER OF TRANSPORTATION

By: [Signature]
 Title: Assistant Division Director
 Date: 7/3/2019

COMMISSIONER OF ADMINISTRATION

By: [Signature]
 Date: July 3, 2019



MAD Project Number: 2019-040 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of TransportationMAD Contact: Lisa Anderson

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

Agency:	Fiscal Year: 2019	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$299,960.00	Amount of Contract First FY: \$299,960.00	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T79P301	Appr:	Appr:
Fin Dept ID: T7946716	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$299,960.00	Amount:	Amount:

PROJECT: T9Y948 SOURCE: 6244
Processing Information: (Some entries may not apply.)

Begin Date: _____ End Date: 6/30/2019

Contract: 147014
Number/Date/Entry Initials

Order: 3000434466
Number/Date/Signatures

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

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

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

2. Contacts:

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

Management Analysis and Development: Lisa Anderson Requesting Agency: Kathryn Caskey

3. Consideration and Terms of Payment:

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

Up to 2,124 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$2,600.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$299,960.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Aug 24, 2018</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By: <i>Sue Buhl</i>	By:
Title: <i>Sue Buhl</i>	Title:
Date: <i>2018.08.28 13:41:05 -05'00'</i>	Date:

Proposal

Minnesota Department of Transportation—Advancing
Transportation Equity Initiative
August 24, 2018

Proposal prepared by:

Lisa Anderson

651-259-3824

Lisa.Anderson@state.mn.us

Mariyam Naadha

651-259-3806

Mariyam.Naadha@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

Background

In 2017, the Minnesota Department of Transportation (MnDOT) updated its 20-year Statewide Multimodal Transportation Plan¹ to include, among other things, “study how transportation affects equity and identify transportation strategies that will meaningfully reduce disparities.”

In 2018, MnDOT, with consultation from Management Analysis and Development (MAD), piloted an assessment to understand how the transportation system, services and decisions-making processes help or hinder the lives of people in underserved and underrepresented communities in Minnesota. The ongoing pilot was in MnDOT’s District 2 (report pending) and was modeled after the MnDOT’s Manufacturers’ Perspectives projects. It includes a broad range of transportation topics and has yielded insightful information about challenges people face throughout the region. Preliminary findings show that factors such as geography; demographic background of the population; and access to housing, transit, medical, and other services are interrelated, and either impact, or are impacted by, transportation.²

MnDOT has asked MAD to continue the Advancing Transportation Equity Initiative. MAD would work with MnDOT to conduct, analyze, and report on interviews with organizations that work with key communities identified in the MnDOT District 2 Equity Pilot and others as they apply to different districts. MAD would also provide guidance to MnDOT on using information gleaned from interviews. MnDOT aims to work in three districts in Fiscal Year 2019, though progress will depend on timing and capacity.

Products

This is a project about advancing equity. As such, MAD will develop an inclusive, participatory data collection process to inform transportation equity in Minnesota. MAD anticipates working with three districts during Fiscal Year 2019, depending on district availability, capacity, and interest. For each district, MAD deliverables from this process will include:

- Interviewer training sessions
- Data collection tool(s)
- Lists of people or organizations to contact for interview
- Database of information from interviews and other potential data collection efforts
- Summary reports of findings and recommendations
- Implementation planning meeting
- Presentation of findings and recommendations

¹ Report and supplementary materials available at <https://www.dot.state.mn.us/minnesotago/SMTP.html>.

² These are high-level preliminary findings from the interviews completed to date and are subject to change.

Activities, Timeline, and Project Costs

The overall timeline for the project would be September 4, 2018 (or when the interagency agreement is signed) through June 30, 2019. If the interagency agreement is not signed by September 10, 2018 or MnDOT is not ready to begin work in a given district at the agreed-upon time, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours ³
Develop and manage a project plan: This may include periodic meetings with the client and project team, ongoing project partner coordination. Developing a project that is inclusive may require an iterative or phased approach to ensure MnDOT gets input from a wide variety of perspectives.	150
Data tool development and preparation: With input from the project team and possibly select community partners, MAD will modify existing tool for data collection. MAD assumes tool development will be an inclusive, participatory process that seeks input from several people, including some outside state government. MAD will also lead one or more interviewer training exercises for MnDOT staff and potential community partners.	165
Identify and recruit interviewees: MAD will conduct a demographic analysis of each district. With input and assistance from the project team and possibly community partners, MAD will develop a list of potential interviewees and coordinate the scheduling and logistics for data collection, including contact with potential interviewees. Recruitment also includes communication materials needed to help potential partners or respondents understand the project and its intent.	255
Collect, document and analyze data: MAD will collect documentation from interviews and group processes. MAD will also attend interviews and group discussions as needed. For interviews or events where MAD is present, MAD will create the documentation. MAD will analyze data and present themes to the project team.	405
Create final deliverables and present findings and recommendations: MAD will develop a report of study findings and recommendations, including specific, actionable next steps for MnDOT and partners to take in order to advance equity. This may include sections or background information to explain the complexity behind various transportation equity topics or contributions from partner organizations. Other possible deliverables include a project one-pager, results highlights, and personal stories or case studies. MAD will present findings and recommendations to MnDOT staff and may participate in other presentations at the request of the client.	450

³ Based on actual hours used for the MnDOT District 2 Equity Pilot.

Activities	Hours ³
Project wrap-up: MAD will facilitate an implementation planning meeting with MnDOT and others to review themes from the findings and identify next steps. This will include development of agendas, facilitation guides, planning materials, and documentation of the meeting. MAD will also initiate a conversation with the client, including others as appropriate, to discuss each district project, including lessons learned and ways to improve.	230
Additional consultation: MAD will provide the client with additional consultation as needed. Potential activities include analyzing and summarizing conversations with tribes, coordination among projects, database development, and additional analyses and syntheses at the request of the client.	145
Subtotal	1800
Project management, including client communication (18%)	324
Estimated expenses: Travel with lodging, mileage and rental car costs	2600
Total hours	2124
Total costs: (2124 hours times \$140, plus \$2600 in expenses)	\$ 299,960

Documentation

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

Clients and Consultants

The primary client contact would be Kathryn Caskey, Transportation Policy Planning Director. The MAD project leads would be Lisa Anderson and Mariyam Naadha; other MAD consultants would also provide services to the client.

Client Responsibilities

For each district, MnDOT will assign a MnDOT project team, which will work with MAD to design and carry out the project activities, including identification of potential populations of interest and assistance with the logistics of engaging community partners. MnDOT will also ensure staff availability to collect data and help MAD make meaning from the findings.

The client would submit a copy of the final report to the Legislative Reference Library at the close of the project.

Data Practices

Minnesota Statutes Chapter 13.64 allows MAD to keep data on individuals private. MAD will work to with the client to determine data ownership and ensure the use of the appropriate data practices. All final written reports would be public.

Billing and Cost Calculations

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

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-040

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 30000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2019~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renee E. Rapp</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>April 3, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date: 147014 / 3000434466	Date:

AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-040

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 30000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **1, 3 and 5** of the contract shall be amended to read:

1. Services to be Performed:

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

3. Consideration and Terms of Payment:

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

Up to ~~2,124~~ 4,195 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to ~~\$2,600.00~~ \$4,100.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed ~~\$299,960.00~~ \$591,400.00.

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

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

5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2029~~ December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Randa E Rampa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>July 17, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

Minnesota Department of Transportation—Advancing Transportation Equity 2020-2021 July 1, 2019

Proposal prepared by:

Mariyam Naadha
651-259-3806
Mariyam.Naadha@state.mn.us

Lisa Anderson
651-259-3824
Lisa.Anderson@state.mn.us

Jake Granholm
651-259-3809
Jacob.Granholm@state.mn.us

Matt Kane
651-259-3809
Matt.Kane@state.mn.us

Abra Pollock
651-259-3814
Abra.Pollock@state.mn.us

Charlie Sellew
651-259-3815
Charlie.Sellew@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

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Alternative Formats

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

Background

In 2017, the Minnesota Department of Transportation (MnDOT) updated its 20-year Statewide Multimodal Transportation Plan¹ to include, among other things, “study how transportation affects equity and identify transportation strategies that will meaningfully reduce disparities.”

In 2018, MnDOT, with consultation from Management Analysis and Development (MAD), piloted an assessment to understand how the transportation system, services and decisions-making processes help or hinder the lives of people in underserved and underrepresented communities in MnDOT’s District 2.² The pilot was modeled after the MnDOT’s Manufacturers’ Perspectives projects and included a broad range of transportation topics and has yielded insightful information about challenges people face throughout the region. Subsequent assessments are underway in MnDOT Districts 4, 6, and 8. Findings in District 2 and preliminary findings indicate that factors such as geography; demographic background of the population; and access to housing, transit, medical, and other services are interrelated and either impact, or are impacted by, transportation.³

MnDOT has asked MAD to continue the Advancing Transportation Equity Initiative. MAD would work with MnDOT to conduct, analyze, and report on interviews with organizations that work with key communities identified through demographic analysis. MAD would also provide guidance to MnDOT on using information gleaned from interviews. MnDOT aims to work in three districts beginning in Fiscal Year 2020, though progress will depend on timing and capacity.

Products

This is a project about advancing equity. As such, MAD will develop an inclusive, participatory data collection process to inform transportation equity in Minnesota. MAD anticipates working with three districts, depending on district availability and capacity. For each district, MAD deliverables from this process will include:

- Interviewer training sessions
- Data collection tool(s)
- Lists of people or organizations to contact for interview
- Database of information from interviews and other potential data collection efforts
- Summary reports of findings and recommendations
- Implementation planning meeting
- Presentation of findings and recommendations

¹ Report and supplementary materials available at <https://www.dot.state.mn.us/minnesotago/SMTP.html>.

² <https://www.dot.state.mn.us/planning/program/advancing-transportation-equity/pdf/ATEd2report.pdf>

³ These are high-level preliminary findings from the interviews completed to date and are subject to change.

Activities, Timeline, and Project Costs

The overall timeline for the project would be July 1, 2019 (or when the interagency agreement is signed) through December 31, 2020. If the interagency agreement is not signed by August 1, 2019 or MnDOT is not ready to begin work in a given district at the agreed-upon time, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours ⁴
Develop and manage a project plan: This may include periodic meetings with the client and project team, ongoing project partner coordination. Developing a project that is inclusive may require an iterative or phased approach to ensure MnDOT gets input from a wide variety of perspectives.	150
Data tool development and preparation: With input from the project team and possibly select community partners, MAD will modify existing tool for data collection. MAD assumes tool development will be an inclusive, participatory process that seeks input from several people, including some outside state government. MAD will also lead one or more interviewer training exercises for MnDOT staff and potential community partners.	165
Identify and recruit interviewees: MAD will conduct a demographic analysis of each district. With input and assistance from the project team and possibly community partners, MAD will develop of a list of potential interviewees and coordinate the scheduling and logistics for data collection, including contact with potential interviewees. Recruitment also includes communication materials needed to help potential partners or respondents understand the project and its intent.	255
Collect, document and analyze data: MAD will collect documentation from interviews and group processes. MAD will also attend interviews and group discussions as needed. For interviews or events where MAD is present, MAD will create the documentation. MAD will analyze data and present themes to the project team.	405

⁴ Based on actual hours used for the MnDOT District 2 Equity Pilot.

Activities	Hours ⁴
Create final deliverables and present findings and recommendations: MAD will develop a report of study findings and recommendations, including specific, actionable next steps for MnDOT and partners to take in order to advance equity. This may include sections or background information to explain the complexity behind various transportation equity topics or contributions from partner organizations. Other possible deliverables include a project one-pager, results highlights, and personal stories or case studies. MAD will present findings and recommendations to MnDOT staff and may participate in other presentations at the request of the client.	450
Activities	Hours ³
Project wrap-up: MAD will facilitate an implementation planning meeting with MnDOT and others to review themes from the findings and identify next steps. This will include development of agendas, facilitation guides, planning materials, and documentation of the meeting. MAD will also initiate a conversation with the client, including others as appropriate, to discuss each district project, including lessons learned and ways to improve.	230
Additional consultation: MAD will provide the client with additional consultation as needed. Potential activities include coordination among projects, database development, and additional analyses and syntheses at the request of the client.	100
Subtotal	1755
Project management, including client communication (18%)	316
Estimated expenses: Travel with lodging, mileage and rental car costs	1500
Total hours	2071
Total costs: (2071 hours times \$140, plus \$1500 in expenses)	\$ 291, 440

Documentation

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

Clients and Consultants

The primary client contact would be Hally Turner. The MAD project lead would be Mariyam Naadha; other MAD consultants would also provide services to the client.

Client Responsibilities

For each district, MnDOT will assign a MnDOT project team, which will work with MAD to design and carry out the project activities, including identification of potential populations of interest and assistance with the logistics of engaging community partners. MnDOT will also ensure staff availability to collect data and help MAD make meaning from the findings.

The client would submit a copy of the final report to the Legislative Reference Library at the close of the project.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

Billing and Cost Calculations

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

AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-040

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 30000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the contract shall be amended to read:

5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2020~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. MnDOT CONTRACT MANAGEMENT	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



MAD Project Number: 2019-039 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of TransportationMAD Contact: Abra Pollock

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

Agency:	Fiscal Year: 2019	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$21,420.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 3000	Fund:	Fund:
Appr: T790194	Appr:	Appr:
Fin Dept ID: T7934300	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$21,420.00	Amount:	Amount:

SOURCE: 6270 PROJECT: TMN20509-201701

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

147468 /

Contract: 3000436090

Number/Date/Entry Initials

Order: _____

Number/Date/Signatures

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

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

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

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: Abra Pollock Requesting Agency: Noel Shughart

3. Consideration and Terms of Payment:

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

Up to 153 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division.
The total amount the Division will invoice under this agreement shall not exceed \$21,420.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective August 28, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until October 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Reinde E Reppa</i>
Title: Assistant Director, Consultant Services	Title: <i>Business Manager</i>
Date: 09/07/2018	Date: <i>Aug 23, 2018</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title: Assistant Director, Consultant Services	Title:
Date: 09/07/18	Date:

Proposal

Department of Transportation—Transit Program Manual:
Needs Assessment
August 17, 2018

Proposal prepared by:

Abra Pollock

651.259.3814

abra.pollock@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

Background

Minnesota has a statutory goal to provide transit services to all counties in the state to meet the needs of transit users.¹ As the population of Greater Minnesota is growing and aging, the need for public transit is also increasing.² The Minnesota Department of Transportation (MnDOT)'s Office of Transit and Active Transportation (OTAT) administers state and federal programs to support the 59 public transit systems that local governments and nonprofit organizations operate throughout greater Minnesota.³

OTAT now aims to produce a Transit Program Manual to consolidate the most useful information, regulations, processes, and guidance for its staff in delivering grants and technical assistance. The manual will standardize staff members' understanding of how to fulfill this function, while also building institutional memory and creating a valuable reference for knowledge management. Ultimately, the manual will contribute to OTAT efficiency and effectiveness by creating a "one stop shop" to answer staff questions and resolve inconsistencies.

OTAT has asked Management Analysis and Development (MAD) to conduct a "phase one" needs assessment to inform the design of the manual. OTAT intends to use the needs assessment findings and recommendations in phase two, manual development.

The research questions for this needs assessment are:

1. What is the priority issue (or issues) that the manual aims to address?
 - a. What are the "pain points"?
 - b. What are some of the contributing factors to this issue (or issues)?
 - c. Are there particular processes or practices within OTAT that need attention?
2. Who are the manual's primary users?
3. Which existing Transit Program guidance materials do OTAT staff members use to perform their jobs?
 - a. What types of information do staff members most frequently reference in these materials?
 - b. What are these materials' strengths? Limitations?
4. What are the most important content areas that the manual should cover?
5. What would be the attributes or characteristics of an ideal manual?

¹ Minnesota Department of Transportation. "Transit in Minnesota: Meeting the needs of transit users." Accessed August 15, 2018, <https://www.dot.state.mn.us/transit/about.html>.

² Minnesota Department of Transportation. "Greater Minnesota Transit Investment Plan: Executive Summary." Accessed August 15, 2018, <http://minnesotago.org/final-plans/gmtip-draft-plan-2/executive-summary>.

³ Minnesota Department of Transportation, "Transit in Minnesota: Meeting the needs of transit users."

Products

MAD would conduct the needs assessment research and analysis described below and deliver a Table of Contents (TOC) that outlines the suggested list of manual topics. Accompanying the TOC, MAD will deliver a proposed list of next steps for gathering content on each manual topic (e.g., drawing from existing materials, adapting external resources, MAD facilitating knowledge capture, etc.). MAD would also prepare a recommendations memo from the needs assessment findings that details actions that OTAT could take beyond the manual. Examples of recommendations may include: developing infographics on standard processes for staff, distributing checklists or other job aids, etc.

Activities, Timeline, and Project Costs

The overall timeline for the project would be August 28, 2018 (or when the interagency agreement is signed) through October 31, 2018. If the interagency agreement is not signed by August 24, 2018, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
<p>Project initiation and background document review: MAD would carry out the following consulting activities:</p> <ul style="list-style-type: none">• Review OTAT and MnDOT's existing information and resources (such as program descriptions; grant requirements; statutory references; templates; fact sheets; technical briefs; flowcharts or other process flow documentation; and Chapter 8835, Public Transit rules).• Refine research questions with the client.• Develop a research plan and timeline, including confirming with the client the list of proposed OTAT interviewees.	30
<p>Data compilation, analysis: MAD would conduct structured interviews with OTAT supervisors and staff (i.e., users) to answer research questions and inform the needs assessment products. For budgeting purposes, MAD assumes 15 interviews. Additional data collection methods may include:</p> <ul style="list-style-type: none">• Reviewing examples of "best practice" transit program manuals from other states• Reviewing other relevant information (such as meeting minutes, memos, or emails) provided to MAD by OTAT <p>MAD would analyze this interview data and draw out themes for the TOC, suggested next steps, and recommendations memo.</p>	70

Activities	Hours
<p>Prepare TOC, proposed next steps, and recommendations memo: MAD would use our synthesis of the data collected in previous phases to prepare:</p> <ul style="list-style-type: none"> • A draft TOC • A list of suggested next steps for compiling the materials on each topic area • A recommendations memo outlining actions that OTAT could take beyond the manual. <p>MAD would share these draft products with the client and revise if necessary.</p>	30
Subtotal	130
Project management, including client communication (18%)	23
Total hours	153
Total costs: (153 hours times \$140)	\$ 21,420

Documentation

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

Clients and Consultants

The primary client contact would be Noel Shughart, MnDOT. The MAD project lead would be Abra Pollock; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would provide timely access to information and staff necessary to complete the work within the anticipated time period. In particular, the client would be responsible for:

- Providing relevant background documents
- Reviewing and giving feedback on the proposed research questions and methods, draft TOC, suggested next steps, and recommendations memo
- Suggesting names of office supervisors and staff (manual users) for MAD consultants to interview
- Ensuring that staff are available for interviews

Data Practices

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

private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

Billing and Cost Calculations

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

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-039

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 30000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~October 31~~ December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Oct 10, 2018</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:
147468 / 3000436090	

AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-039

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 30000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the first amendment to the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2018~~ February 28, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Dec 20, 2018</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:
ID: 147468 PO: 3000436090	

AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-039

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 30000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 5 of the second amendment to the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~February 28, 2019~~ March 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Randa E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Feb 20, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-039

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 30000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 5 of the second amendment to the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~March 31, 2019~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Jeff Blus</i>
Title:	Title: <i>Asst Director</i>
Date:	Date: <i>3/25</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date: 147468 / 3000436090	Date:

AMENDMENT #5 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-039

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 3000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **1, 3 and 5** of the first amendment to the original contract shall be amended to read:

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement. **In addition, the Division agrees that through its Master Contract with Project Consulting Group, the Division will sub-contract with Project Consulting Group to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.**

3. Consideration and Terms of Payment:

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

Up to ~~153~~ **143** hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division; **and up to 3,120 hours at a rate of \$90.00 per hour for services provided by Project Consulting Group. The Division will also charge up to \$8,000 for contract management.** The total amount the Division will invoice under this agreement shall not exceed ~~\$21,420.00~~ **\$308,820.00.**

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

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

5. Effective Dates:

This agreement is effective August 28, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2019~~ **June 30, 2020**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

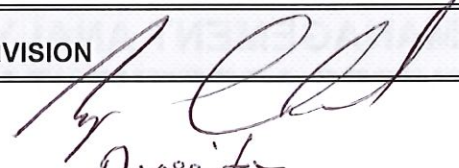
MnDOT Contract Management 1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By:  Title: <i>Director</i> Date: <i>6-25-19</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date: (Future FY2020 Funds)	By: Title: Date:

EXHIBIT A



Project Consulting Group
Statement of Work
Phase 2
OTAT Transit Program Manual

6/3/2019

by Kevin McGrane
Vice President and Partner
Project Consulting Group
KevinM@pcgm.com
510 1st Avenue North, Minneapolis MN 55403

This Statement of Work for Phase 2, Greater Minnesota Public Transit Program Manual will describe:

1. Project Scope
2. Project Consulting Group's (PCG) approach, activities deliverables
3. Timelines
4. List of client responsibilities
5. Costs

1. PROJECT SCOPE

Develop a Program Manual for Office of Transit and Active Transportation (OTAT) that can be used both internally as process documentation and externally for disclosure purposes. Consultant will be responsible for leading information gathering sessions and identifying and working with Supervisors from each business unit to identify content owners. Consultant will jointly create a plan with Policy Advisory Committee (PAC) to write the manual that uses Plain Language standards with topics as defined in provided draft Table of Contents (TOC). Consultant will consolidate information, write the manual, manage edit and review process, and roll out to users in online format.

Out of Scope:

Process Improvement

Process Improvement is out of scope for this Statement of Work (SOW). Project Consulting Group (PCG) can provide Process Improvement Consulting services under a separate SOW.

In instances where content owners and subject matter experts all agree on process improvement, the consultant will document the process prior to developing manual content. If the process cannot be agreed upon by staff, consultant will defer to PAC representatives for resolution.

Change Management

Change Management is out of scope for this Statement of Work. PCG can provide Change Management Consulting services under a separate SOW.

PCG will support and PAC will lead the effort to incorporate change management actions into the development of the manual, taking into consideration OTAT's history of differing perspectives on adhering to guidance. Examples of change management actions include:

- Planned and deliberate communications before, during, and after the manual rollout about what the Transit Program Manual means for "the way we do our work."
- Reinforcement from office leadership about expectations for staff adopting new behaviors and practices (i.e., turning to the manual for guidance and decision-making).
- Leadership modeling the adoption of these new behaviors and practices.
- Promoting accountability by stating what the incentives and disincentives will be for using/not using the manual (e.g., linking job descriptions, recognition, and performance appraisals to adhering to standards in the manual).
- Consultant will identify and raise issues and/or open discussions. OTAT will be responsible for resolving procedure definitions.

2. APPROACH

Launch & Identify Content Owners - Estimated effort: 4-6 weeks

Based on the draft Table of Contents provided, work with business unit leaders and draft communications to staff to facilitate the identification of content owners in conjunction with the PAC.

Research what material is available already.

Work with OTAT staff to determine tools available and best avenue to display content and build manual framework. Finalize what will be the display medium with PAC committee.

Consultant will work with PAC representative and OTAT staff to ensure output limitations are clearly understood so a proper format can be prepared, and versioning control can be put in place.

Identify and communicate roles and reporting structure, resources, key milestones/drivers.

- Draft communication tools
- Establish Core Project Team, Project Schedule, stakeholder meetings and issue resolution process
- Define process on how to handle disagreements amongst OTAT staff

Deliverables

- Agreed upon Project Plan
- Issue Resolution Process
- Meeting Cadence
- Project Communication & Project Status Tools and processes
- Approval Process
- Updated Table of Contents with content owners and Subject Matter Experts assigned
- Plan for Deploying Program Manual

Development and Planning - Estimated Effort: 10-15 weeks

Create the framework based on the draft TOC that identifies all the areas of information, so items can be organized into the correct flow.

PCG will utilize an iterative approach to create the manual. This allows for multiple content areas to be written, reviewed and released in parallel.

To organize the work, consultant will determine and record where content already exists and where content needs to be created.

Consultant will meet with each of the content owners to identify topics OTAT already has content available to adapt to the Program Manual (such as from the internal tools and templates) and for which TOC items new content must be created (Gap Analysis).

- During these meetings, consultant will review the existing content with the content owner to determine whether any content must be added to this list for the subject.

- Identify what types of visuals would be helpful in documenting the topic areas. For initial version of the manual it is the intent to support visuals with text descriptions
- Content owners will provide existing diagrams, tables, and flowcharts OTAT already has available on the topics included in the program manual.

Based on the material that is already available, one chapter will be chosen to complete a couple of subsections to establish voice and structure type to be duplicated throughout the manual. Will work with the PAC to edit and structure these subsections to establish this structure (Proof of Concept).

Conduct an accessibility check on subchapters.

Deliverables

- Develop preliminary Program Manual chapter template
- Completed Proof of Concept Chapter
- Comprehensive list of TOC subjects with content already written and those needing content written
- List of existing visuals, charts and graphics and subjects where visuals, charts and graphics are needed

Scheduling & Preconstruction - Estimated Effort 2-3 weeks

Based on information gathered in the first two phases, work with PAC representatives to establish priority schedule of which chapters will be completed first. This will be based on many factors including content owner & subject matter expert availability, areas having the greatest impact among others. The schedule will guide priorities and allow for reprioritization as new information is discovered.

Utilizing the chapter template designed in the previous phase, consultant will provide the chapter template to all content owners.

Deliverables

- Prioritized Content Development Schedule
- Meetings scheduled with Content Owners and Subject Matter Experts
- Approved Program Manual chapter template

Buildout - Estimated Effort: 26-39 weeks

Based upon high level schedule begin taking information provided by content owners and building out subchapters.

Validate meeting schedule established in Approach and set regular meeting schedule with PAC representatives to update status, process or procedure conflicts, address potential risks or issues, handle and changing of priorities from highlighted schedule.

In instances where content owners and subject matter experts all agree on process improvement, the consultant will document the process prior to developing manual content. If the process cannot be agreed upon by OTAT staff, consultant will defer to PAC representatives for resolution.

Each Chapter/Subchapter will follow the following editing process

- Rough draft to be reviewed with content owner
- Pass Accessibility Check
- Check to ensure maintaining "One Voice Goal"
- Consultant will utilize "Plain Language" format
- Proofread
- Review by MNDOT. Review deadlines will be established by PAC representatives in meeting with consultant to best fit reasonable timelines and workflow.
- Review by external stakeholders, if necessary, inviting them to comment and make suggestions, coordinated by consultant.
- Content changes will be saved and updated at a singularly time when it does not slow down the buildout of other chapters.
- Once content updates are completed content will be moved to the framework where additional feedback will be gathered on an ongoing basis in a process to be determined. Feedback will be reviewed in Final Review to determine edits.

Once all chapters have been completed at the initial level a full review will be done to ensure that we meet accessibility, one voice, and regulatory requirements.

Deliverables

- Draft version for each chapter

Final Review - Estimated Effort: 6-9 weeks

Upon completion of review, consultant will consolidate the additional content items. In a meeting with the PAC representatives it will be determined which items are approved.

If Program Manual is not working as intended, consultant will facilitate a PAC meeting to determine how roadblocks can be removed and update manual to reflect decisions.

Deliverables

- Final version of Program Manual

Project Closeout - Estimated Effort: 4-6 weeks

Once revisions are completed with the updates directed by the PAC, consultant will finalize the manual with a new version number. Final Testing and Final Approval Review will occur during Closeout.

Consultant will establish and implement a maintenance strategy with content owners and PAC representative to keep manual active and accurate. Documented process will be provided to PAC.

Ensure documents are stored in a location as directed by OTAT staff.

Deliverables

- Approved Final Version of Program Manual
- Program Manual maintenance schedule

3. TIMELINE

Step	Title	Estimated Effort	Hours
1	Launch	4-6 weeks	160-240
1	Planning	10-15 weeks	400-600
1	Preconstruction	2-3 weeks	80-120
1	Build	26-39 weeks	1040-1560
	subtotals	42 -63 weeks	1680-2520
2	Final Review	6-9 weeks	240-360
2	Closeout	4-6 weeks	160-240
	subtotals	10-15 weeks	400-600
1 & 2	Total for Step 1 & 2	52-78 weeks	2080-3120 hours

PCG consultant will meet with PAC on a regular basis, meeting cadence to be determined.

4. CLIENT RESPONSIBILITIES

- Project Charter, Stakeholders, Roles & Responsibilities, Project Management Plan, Project Documentation and any other relevant documents
- Provide a Single Point of Contact for PCG consultant to work with for resolutions
- External Stakeholder lists and contact information, contracts (if pertinent) and regulatory/compliance information
- Consultant workspace and laptop, monitors, information storage area, internet access, platform for display and security
- Team member roster including which business unit they reside

5. COSTS

The rate for Cory Spanier is \$90/hour

AMENDMENT #6 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-039

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 3000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2020~~ December 31, 2020 or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *September 24, 2018* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the Investigation final report has been submitted to the REQUESTING AGENCY and the Investigation's final Itemized statement is received and paid, EXCEPT if the Investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside Investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the Investigator's services directly at the conclusion of the investigation and upon presentation of an Itemized Invoice.
- C. Provide a copy of the Invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the Investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Seema Desai or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: R. Hancy

Date: 9-25-18

Purchase Order No.: 148297
3000438808

3. DEPARTMENT OF TRANSPORTATION

By: Seema Desai Digitally signed by Seema Desai
Date: 2018.09.24 16:11:25 -05'00'
(with delegated authority)

Title: _____

Date: _____

2. MINNESOTA MANAGEMENT & BUDGET

By: D. V.
(With delegated authority)

Title: CFO

Date: 9-25-18

4. MnDOT Contract Management

By: Ryan Gault

Date: 9/25/2018

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Administration, Office of State Archaeologist ("OSA").

Agreement**Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on June 30, 2021, unless terminated earlier pursuant to Article 8.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

Scope of Work

- 2.1 MnDOT shall provide funding for services as described in this agreement. MnDOT will provide costs for the equivalent of 1 full-time employee (salary, fringe, additive, and overhead expenses equivalent to that needed specifically for 1 full-time employee) and travel to OSA for an OSA employee or employees and/or consultant to work on MnDOT State Projects (i.e., projects located on MnDOT Trunk Highway right-of-way with an assigned State Project number) related to Minn. Stat. § 138.40, Subd. 3 and Minn. Stat. § 307.08, Subd. 10, as described in this agreement. OSA may utilize a consultant to do all or part of this work. OSA will be reimbursed for any employee travel under this agreement in the amount provided for by the employee's bargaining unit. OSA will be reimbursed for any consultant travel under this agreement as described in Exhibit A.
- 2.2 MnDOT shall reimburse OSA for salary/fringe costs and travel expenses incurred by OSA related to the Mission Creek project beginning July 1, 2018. OSA will provide MnDOT with an invoice and supporting documentation to request reimbursement for these expenses.
- 2.3 OSA shall be solely responsible for all human resources and labor relation matters between the OSA employee(s) and/or consultant and the State of Minnesota, including, but not limited to, compensation, benefits, taxes, labor disputes, and training and development.
- 2.4 The OSA employee(s) and/or consultant will be responsible for making recommendations for the preservation of archaeological or historic sites which may be endangered by construction or development activities as described in Minn. Stat. § 138.40, Subd. 3. The OSA employee(s) or consultant will also be responsible for submitting plans to the Minnesota Indian Affairs Council for review and recommended action when the archaeological sites are related to Indian history or religion as described in Minn. Stat. § 138.40, Subd. 3.
- 2.5 The OSA employee(s) or consultant will be responsible for making recommendations for the preservation in place of human burials or remains which may be endangered by construction or development activities as described in Minn. Stat. § 307.08, Subd. 10.
- 2.6 Throughout the term of this agreement, MnDOT's State Authorized Representative, or her designee, and a designated OSA employee or consultant will meet biweekly to set project priorities. Project priorities may be changed at MnDOT's discretion at any time. Following each bi-weekly meeting to set project priorities, the designated OSA employee or consultant will e-mail State's Authorized Representative a written list of the project priorities identified in the biweekly meeting. The designated OSA employee or consultant will copy any MnDOT representative who was present at the biweekly meeting on this e-mail.
- 2.7 OSA will utilize the OSA employee(s) or consultant to reduce the response time from 30 days as described in Minn. Stat. § 138.40, Subd. 3 and Minn. Stat. § 307.08, Subd. 10, to 25 days or less for work on MnDOT projects until March 1, 2019, and to 21 days or less for work on MnDOT projects for the remainder of the agreement. OSA remains solely responsible for its statutory obligations under the Minnesota Field Archaeology Act of 1963 (Minn. Stat. §§138.31-138.42) and the Private Cemeteries Act (Minn. Stat. Ch. 307).

Consideration and Payment

- 3.1 OSA must submit a monthly progress report, using the format set forth in Exhibit B, showing the progress of work in work hours according to the tasks defined through the process described in Article 2.6 of this agreement.
- 3.2 OSA must submit invoices electronically for payment using the format set forth in Exhibit C. OSA must submit invoices to MnDOT on December 1st, January 1st, April 1st, and July 1st (or the first business day following each of these dates) while this agreement is in effect.
- 3.3 OSA must submit the signed invoice, and all required supporting documentation, for review and payment to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.
- 3.4 The total obligation of MnDOT for all compensation and reimbursements to OSA under this agreement will not exceed \$125,000 per fiscal year and will not exceed \$333,000 for the total term of this agreement.

Conditions of Payment

- 4.1 All services provided by OSA under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving OSA invoice for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify OSA within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay OSA within 30 days of receipt of such invoice.

Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: Kristen Zschomler, Cultural Resources Unit Supervisor, or her successor
Address: 395 John Ireland Boulevard, St. Paul, MN 55155
Telephone: (651) 336-3633
E-Mail: kristen.zschomler@state.mn.us

- 5.2 OSA's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske, Acting Assistant Commissioner, or her successor
Address: 50 Sherburne Avenue, Suite 201
Telephone: (651) 201-2501
E-Mail: laurie.beyer-kropuenske@state.mn.us

Amendments

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

Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

Termination

- 8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party. In the event this agreement is terminated, OSA will be paid, as described in Articles 3 and 4 of this agreement, for services performed through the date of termination.

Plain Language; Accessibility Standards

- 9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, OSA must provide all deliverables in "Plain Language." Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, OSA will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, OSA agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Std_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. OSA's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, OSA will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

MnDOT ENUMBRANCE VERIFICATION

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

Signed: Sue Buhl Digitally signed by Sue Buhl
 Date: 2018.12.06 13:55:07
 Date: 12/6/18

VIFT Contract ID No. 150911

VIFT Purchase Order ID No. 3000449345

MnDOT

(with delegated authority)

Signed: Nancy Daubenberg
 Title: Engineering Services Division Director
 Date: 12/10/2018

Minnesota Department of Administration, State Archaeologist

Signed: [Signature]
 Title: Asst. Commissioner
 Date: 12/5/18

MnDOT CONTRACT MANAGEMENT

Signed: [Signature]
 Date: 12/11/18

**Minnesota Department of Transportation
Reimbursement Rates for Travel Expenses**

<u>Subject</u>	<u>Conditions/Mileage</u>	<u>Rate</u>
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost
	<u>Meals</u>	
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person
	<u>Lodging</u>	
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

- (1) A maximum rate shown or a lesser rate per actual reimbursement to an employee.
- (2) Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.

For Invoice No.: _____

Progress Report Instructions:

- OSA must complete the progress report form, in its entirety.
- OSA must sign the progress report.
- OSA must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 1032567

Billing Period: from _____ to _____

Contract Expiration Date: June 30, 2021

From: Minnesota Department of Administration, Office of State Archeologist

Note: If Budgeted Hours Used for task exceeds 100%, attach an explanation.

Task	Hours Accrued For Task	Total Hours Accrued To Date
TOTALS:		

certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Contractor's Project Manager

Date

INVOICE NO. _____
Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Office of State Archaeologist ("OSA") must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package, **in the following order**:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 1032567

Contract Expiration Date: June 30, 2021

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$			
Net Earnings Totals:	\$			
Total Amount Due This Invoice:				

**Contractor: Complete this table when submitting
an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Total**			

**Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

OSA: _____

Signature: _____

Print Name: _____

Title: _____

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 *Effective date:* October 2, 2018 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Jodi Mathiason or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Sue Buhl

Date: 10/22/18

Purchase Order No.: 149303/3000442622

3. DEPARTMENT OF TRANSPORTATION

By: [Signature]
(with delegated authority)

Title: Director of HR

Date: 10.11.18

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)

Title: CFO

Date: 11-6-18

4. MnDOT Contract Management

By: [Signature]

Date: 10/22/2018

Exhibit F.A.I. Federal Award Information

NOTICE TO SUBRECIPIENT: This is a subaward of federal financial assistance from *Organization A* (hereinafter referred to as "recipient/pass-through entity") to *Organization B* (hereinafter referred to as "subrecipient").

Subrecipient Name: Minnesota Department of Employment and Economic Development	Subrecipient DUNS Number: 804832640
CFDA Name: Highway Training and Education	CFDA Number: 20.215
Federal Award Identification Number: OJT 8819(153)	Federal Award Date: November 29, 2018

Is the Award for Research and Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Description: To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.	
Period of Performance Start and End Date: <u>January 7, 2019 – December 31, 2020</u>	

Indirect Cost rate: N/A	Total Approved Cost Sharing/ Matching: N/A
Amount of Federal Funds Obligated by this action: \$286,079.00	Total Amount of Funds Obligated: \$286,079.00
Budget Approved by Federal Awarding Agency: \$286,079.00	Total of Federal Award: \$286,079.00

Contact for Federal Agency:Name: Mary Walker JohnsonAddress: 380 Jackson St, Ste 500St Paul, MN 55101Phone: (651) 291-6120Email: mary.walker@dot.gov**Contact for Recipient:**Name: Luis Brown-PenaAddress: 540 Fairview Ave NSt Paul, MN 55104Phone: (651) 539-4120Email: luis.brown-pena@state.mn.us

**STATE OF MINNESOTA
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("Grantee").

RECITALS

1. Minnesota Statutes § 174.02 authorizes the State to enter into this agreement.
2. The State is in need of the service to direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on January 7, 2019, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. As required by Minn.Stat. §16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Period of Performance.** The period of performance is from January 7, 2019 through December 31, 2020.
- 1.4 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.5 **Exhibits.** Exhibit A: Detailed Scope of Work and Deliverables; Exhibit B: Program Budget; Exhibit C: Invoice; are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee, who is not a state employee, will perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.
- 2.2 The Grantee agrees to obtain the prior approval of State for any significant change related to the scope of work as required by 2 CFR 200 and 2 CFR 1201. This includes, but is not limited to:
 - 2.2.1 changes in overall project budget which result in a shift of \$25,000 or more of the original budget between tasks;
 - 2.2.2 any significant revision of the scope, schedule, goals, objectives or tasks of the proposal Scope of Work, or related activities (regardless of whether there is an associated budget revision requiring prior approval); and
 - 2.2.3 changes in key personnel, program manager, or prime contractor.
- 2.3 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.4 Grantee will submit written progress reports detailing services provided to program participants on a quarterly basis and upon program completion. MnDOT will provide Grantee with reporting template. Payments will not be made under section 4.2 if a progress report is past due unless Grantee has been given a written extension by the State.

- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Any capital assets acquired with grant funds under this agreement are subject to the follow reporting requirements: Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 **Real Property.** In accordance with 2 CFR 200.329, the Grantee must submit annual reports on the status of any real property, as defined in 2 CFR 200.85, in which the Federal Government retains an interest.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by Grantee during the period of performance under this agreement as follows:

- 4.1.1 **Compensation.** Grantee will be paid up to a maximum of \$286,079.00, according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant agreement.
- 4.1.2 **Matching Funds.** Any cost sharing or matching funds required of Grantee in this agreement must comply with 2 CFR 200.306.
- 4.1.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. Exhibit N/A, which is attached and incorporated into this grant agreement, lists the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.1.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$286,079.00
- 4.1.5 **Federal Funds.** Payments under this Agreement will be made from federal funds. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Grantee, or in the event the total amount of federal funds is not available, the Grantee will be responsible for any and all costs or expenses incurred under this Agreement. The Grantee further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit invoices for payment by email to State's Office of Civil Rights, at OCRGrantInvoices.DOT@state.mn.us. Exhibit C, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:
Invoices must be submitted monthly for the eligible deliverable specified in Exhibit A.
- 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

- 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
- 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
- 4.2.6 **Closeout.** Grantee must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award within 90 calendar days of the end date of the period of performance. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days. All contracts between Grantee and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- 4.3.1 **Procurement Requirements.** For all procurements of goods and services supported in whole or in part with federal funds, Grantee agrees to comply with the current requirements and standards of the Uniform Administrative Requirements, 2 CFR part 200, which is incorporated by reference into this Agreement.
- 4.3.2 **Excluded Parties Listing System.** Before entering into a third party contract or subcontract, Grantee agrees to check the System for Awards Management at <https://www.sam.gov/portal/public/SAM/> to ensure the selected vendor or contractor has not been excluded from doing business with the federal government or its grantees. Grantee will provide State with evidence that the System for Awards Management website has been checked.
- 4.3.3 **Procurement Policy.** Grantee will provide State with a copy of its current local procurement policy.
- 4.3.4 **Lobbying Certification.** For all bids or proposals of third party contracts that exceed \$100,000, the Grantee will obtain from all bidders a signed Standard Form LLL Certification Regarding Lobbying, as required according to 31 U.S.C. 1352 and 49 CFR 20. The signed certification becomes part of the third party contract and must be provided to the State for its official contract file.
- 4.3.5 **Debarment and Suspension Certification.** For all bids or proposals of third party contracts that exceed \$25,000, the Grantee will obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200. The signed certification becomes part of the third party contract and must be provided to the State for its official contract file.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Name/Title: Mayjoua Ly, Outreach Coordinator or his/her successor.
 Address: Minnesota Department of Transportation
 Office of Civil Rights, Mail Stop 170
 395 John Ireland Boulevard, St Paul, MN 55155
 Telephone: (651) 366-3323
 Email: Mayjoua.ly@state.mn.us

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Name/Title: Luis Brown-Pena, State Program Administrator Supervisor
 Address: 540 Fairview Avenue N
 Saint Paul, MN 55104
 Telephone: (651) 539-4120
 Email: luis.brown-pena@state.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 Liability

Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of

this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim.

This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination by the State. The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 Suspension. The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations.

These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.
- 17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Additional Provisions**
 - 19.1 Appendix II 2 CFR Part 200 Federal Contract Clauses The Grantee agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Grantee shall have the same meaning as "Contractor" in the federal requirements listed below.
 - 19.1.1 **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - 19.1.2 **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - 19.1.3 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - 19.1.4 **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all

prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 19.1.5 **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 19.1.6 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 19.1.7 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 19.1.8 **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19.1.9 **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19.1.10 **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.

19.2 **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, The Grantee will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

19.3 **Nondiscrimination.** The Grantee hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which The Grantee receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

19.4 **Federal Funding Accountability and Transparency Act (FFATA).** In accordance with 2 C.F.R. 170.220(a), the terms in Appendix A to 2 C.F.R. Part 170 are incorporated by reference into this agreement.

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). 152137/T7901 - 3000454497

GRANTEE

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

By: [Signature]

Title: Deputy Commissioner

Date: 1-11-2019

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

CONTRACT MANAGEMENT

By: _____

Date: _____

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Exhibit A**Services to be performed by Grantee:**

Grantee is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, Grantee may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that Grantee chooses to contract with CBOs to deliver services, Grantee will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

Scope of Work and Deliverable

Grantee will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.
4. Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver highway heavy construction training for a cohort of students annually.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates completed training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

Tasks and Deliverables

1. **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

Deliverables:

- 1.1 Share customized screening processes and tools; and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools; and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, Grantee's staff will serve as a member of the review panel to review and approve candidates for admission to the training.
2. **Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.

Deliverables:

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
 - 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
 - 2.3 Participate in job fairs and other relevant events as needed. In addition, when Grantee holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.
3. **Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.

Deliverables:

- 3.1 Develop communications about highway heavy construction industry specific to women, minorities, and individuals from emerging communities.
 - 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
 - 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by January 31, 2019. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
 - 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.
4. **Task:** Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.

Deliverables:

- 4.1 Recruit up to 60 applicants who are women, minorities, and individuals from emerging communities.
 - 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and Grantee based on industry standards. The following list is a minimum requirement:
 - 4.2.1 Applicant must be a minimum of 18 years of age.
 - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
 - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
 - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
 - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
 - 4.3 Applicant must possess a high school diploma or GED certificate.
 - 4.4 Applicant must take the NCRC test or Grantee-designed Training Aptitude Assessment (TAA) and received a 4 for the math test and 4 in the reading for information test or equivalent math/reading TAA scorings.
 - 4.5 As a result of screening, a total of 25 applicants will be enrolled into the program.
 - 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.
5. **Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

Deliverables:

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. Grantee will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.2 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.3 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.4 Provide list of individuals who are being referred to training to MnDOT PM.

6. Task: Provide job success skills training to help enrollees adapt to workplace culture.

Deliverables:

- 6.1 Job success skills class must include speakers who are highway heavy construction employers and individuals who are employed in the highway heavy industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by February 28, 2019.

7. Task: Contract with training vendor(s) to deliver highway heavy construction training for a cohort of students annually.

Deliverables:

- 7.1 Highway heavy training shall include but not limited to the following topics:
 - 7.1.1 Industry related mathematics – measurements, distance, area, volume;
 - 7.1.2 Industry terminologies;
 - 7.1.3 Safety training including OSHA-30 Certification;
 - 7.1.4 Basic hand and power tool use;
 - 7.1.5 Identification of proprietary highway construction equipment and practices;
 - 7.1.6 Overview of Temporary traffic control;
 - 7.1.7 Nutritional and physical preparedness/wellness and conditioning;
 - 7.1.8 Budgeting and unemployment insurance information;
 - 7.1.9 Basic training to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
 - 7.1.10 Orientation to highway construction industry norms and culture via union and employer representatives;
 - 7.1.11 Industry specific job search techniques and resources, interviewing skills and job retention.
- 7.2 Training to include construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction environment.
- 7.3 Training shall be 6 weeks long and 6-7 hour long days.
- 7.4 Training shall be completed by spring of 2019.

8. Task: Provide case management services for program participants from the start to finish of training and for up to 24 months after training.

Deliverables:

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.
- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.

- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months.
 - 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
 - 8.5 For trainee(s) who have been let go from his/her job, Grantee will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that Grantee can work with the trainee(s) for a future job.
 - 8.6 Address the factors that present barriers to retention of employment for all graduates.
 - 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.
9. **Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

Deliverables:

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by January 31, 2019.
 - 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
 - 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
 - 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.
10. **Task:** Provide employment placement once graduates completed training.

Deliverables:

- 10.1 Engage employers during orientation of prospective recruits.
 - 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
 - 10.3 Provide mock interview sessions for trainees with potential employers.
 - 10.4 Organize at least one metro-wide recruiting fair. Grantee will recruit MnDOT contractors and union representatives to participate in the fair.
 - 10.5 Send job postings to graduates via social media.
 - 10.6 At a minimum, 17 of the 25 graduates will be placed in employment.
 - 10.6.1 Proof of employment includes a MnDOT/Grantee originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
 - 10.7 Report placement and placement hours to MnDOT PM quarterly.
 - 10.8 Receive a Performance Incentive of \$400.00 per program participant achieving 700 hours or 12 weeks continuous documented and verified employment (whichever occurs first) with a MnDOT project-affiliated employer. The participant's 700 hours of employment to be achieved within 6 months following the participant's formal graduation.
11. **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

Deliverables:

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
- 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)

12. **Task:** Submit program invoice with back up documentation monthly to MnDOT.

Deliverables:

- 12.1 Electronically submit a monthly program invoice to OCRGrantInvoices.DOT@state.mn.us by the 21st day of the following month. For example: January invoice due on February 21st.
- 12.2 For each invoice submitted, Grantee must provide back-up documentation for each line item(s) requesting payment.

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EXHIBIT B

PROGRAM BUDGET

Salary/Fringe/Indirect/Non-Pers	\$130,079.00
Marketing/Job Fair	5,000.00
Travel, Mileage & Lodging	8,000.00
Performance Incentive	10,000.00
NCRC/Aptitude Test	4,500.00
Program Supplies	3,000.00
Workforce One	2,500.00
Enrollment & Program Orientation	4,000.00
Support Services Emergency Fund	20,000.00
Highway Heavy Construction Training	<u>99,000.00</u>
TOTAL	\$286,079.00

Program Budget Item Details

Salary, Fringe, Indirect, Non Pers Cost

Salaries

Project Manager – MAPE 15L – estimated 2/3 cost of 2080 hours per year

Empl & Trng Prog Spec Sr – MAPE 11L – estimated at 1/3 cost of 2080 hours per year

Fringe – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED's rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%. The 35% calculation was researched and authorized by DEED's Agency Financial Services Division.

Indirect - this category indicates "physical plant/location" integrals that would be shared/common to the location and would include office rent, cubicle space rent, utilities, security, telecommunications networks, computer networks, heating, water, electricity etc.

Non Personal - this category indicates those work activities and technical integrals that would not be shared or common in the facility and would include stationary and portable telecommunications devices, computers and peripherals, scanner, printers, educational materials, computer software, device maintenance etc.

Marketing - the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

Job Fair – Payment based on delivery of a job fair incorporating "prime" and "subcontractor" construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

Travel, Mileage & Lodging - assigned to project-affiliated DEED staff/principals in the delivery to MnDOT contracted partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

Performance Initiative - Performance Incentive of \$400 (four hundred dollars and zero cents) per program participant achieving 700 (seven hundred) hours or 12 (twelve) weeks employment with a MnDOT project-affiliated employer.

National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment - will be paid at \$75 per applicant for costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

Program Supplies – assigned to project-affiliated office supplies.

WorkForce One - the database to be shared by DEED and partners associated with the program. Payment will be made based on documentation of licensing fees, purchase of software and costs associated with maintaining the software incurred from the software vendor.

Enrollment and Program Orientation - program participant overviews and formal introductions to highway construction industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

Support Services Emergency Fund - Provide limited emergency/transitional support services funds to program participants (not to exceed budgeted amount)

Highway Heavy Construction Training - contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

The remainder of this page has intentionally been left blank

INVOICE NO. _____

EXHIBIT C

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Grantee must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to OCRGrantInvoices.DOT@state.mn.us

MnDOT Contract No. 1032939

MnDOT PO Number: _____

Billing Period: From _____ to _____

Contract Expiration Date: Dec 31, 2020

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Agency & Statewide Indirect	\$130,079.00			
Marketing/Job Fair	\$5,000.00			
Travel, Mileage & Lodging	\$8,000.00			
Performance Incentive	\$10,000.00			
NCRC/Aptitude Test	\$4,500.00			
Program Supplies	\$3,000.00			
Workforce One	\$2,500.00			
Enrollment & Program Orientation	\$4,000.00			
Support Services – Emergency Fund	\$20,000.00			
Highway Heavy Construction Training	\$99,000.00			
Total Project Costs:	\$286,079.00			
Total Amount Due This Invoice:				

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Grantee: Minnesota Department of Employment and Economic Development

Signature: _____

Print Name: _____

Title: _____

Exhibit F.A.I. Federal Award Information

NOTICE TO SUBRECIPIENT: This is a subaward of federal financial assistance from **Organization A** (hereinafter referred to as "recipient/pass-through entity") to **Organization B** (hereinafter referred to as "subrecipient").

Subrecipient Name: Minnesota Department of Employment and Economic Development	Subrecipient DUNS Number: 804832640
CFDA Name: Highway Training and Education	CFDA Number: 20.215
Federal Award Identification Number: OJT 8819(153) OJT 8819(153) Modification	Federal Award Date: November 29, 2018 March 4, 2020

Is the Award for Research and Development? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Project Description: To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.	
Period of Performance Start and End Date: January 7, 2019 – December 31, 2020	

Indirect Cost rate: N/A	Total Approved Cost Sharing/ Matching: N/A
Amount of Federal Funds Obligated by this action: \$75,600.00	Total Amount of Funds Obligated: \$361,679.00
Budget Approved by Federal Awarding Agency: \$361,679.00	Total of Federal Award: \$361,679.00

Contact for Federal Agency:

Name: Kris Riesenber

Address: 380 Jackson St, Ste 500
St Paul, MN 55101

Phone: (651) 291-6114

Email: kris.riesenberg@dot.gov

Contact for Recipient:

Name: Lorrie Janatopoulos

Address: 332 Minnesota St, Ste E200
St Paul, MN 55101

Phone: (651) 259-7572

Email: lorrie.janatopoulos@state.mn.us

AMENDMENT # 1 TO MnDOT Grant Agreement #: 1032939

Agreement Start Date:	<u>01/23/2019</u>	Original Agreement Amount:	<u>\$286,079.00</u>
Orig. Agreement Exp. Date:	<u>12/31/2020</u>	Prev. Amendment(s) Total:	<u>N/A</u>
Amended Exp. Date	<u>12/31/2020</u>	Current Amendment Amt:	<u>\$75,600.00</u>
		Current Agreement Total	<u>\$361,679.00</u>

Project Identification :	To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.		
State Project (SP):	<u>8816-2907</u>	Trunk Highway #:	<u>N/A</u>
Federal Project #	<u>OJT 8819(153)</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("Grantee").

Recitals

1. The State has an Agreement with the Grantee identified as MnDOT Contract No. 1032939 ("Original Agreement") for the purpose of directing and managing the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
2. Original Agreement is being amended to add one additional highway heavy training and update Authorized Representatives. This amendment will reflect a change in the overall budget of the Original Agreement.
3. The State and the Grantee are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

REVISION 1. Article 1.5 "Exhibits" is amended as follows: Exhibit A A-1: Detailed Scope of Work and Deliverables; Exhibit B B-1: Program Budget; Exhibit C C-1: Invoice; are attached and incorporated into this agreement.

REVISION 2. Sub Article 2.1 "Grantee's Duties" is amended as follows: Grantee, who is not a state employee, will perform the duties specified in Exhibit A A-1, which is attached and incorporated into this agreement.

REVISION 3. Sub Article 4.1.1 "Compensation" is amended as follows: Grantee will be paid up to a maximum of ~~\$286,079.00~~ \$361,679.00, according to the breakdown of costs contained in Exhibit B B-1, which is attached and incorporated into this grant agreement.

REVISION 4. Sub Article 4.1.4 "Total Obligation" is amended as follows: The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed ~~\$286,079.00~~ \$361,679.00

REVISION 5. Sub Article 4.2.1. "**Invoices**" is amended as follows: Grantee will submit invoices for payment by email to State's Office of Civil Rights, at OCRGrantInvoices.DOT@state.mn.us. Exhibit ~~C~~ C-1, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's ~~Authorized Representative~~ Project Manager, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Invoices must be submitted monthly for the eligible deliverable specified in Exhibit A A-1.

REVISION 6. Sub Article 6.2. "Authorized Representatives" is amended as follows:

6.2 Grantee's Authorized Representative is:

Name/Title: ~~Luis Brown Pena, State Program Administrator Supervisor~~ Lorrie Janatopoulos, Director,
CareerForce Systems

Address: ~~540 Fairview Avenue N~~ 1st National Bank Building
332 Minnesota St., Suite E200
Saint Paul, MN 55104 55101

Telephone: ~~(651) 539-4120~~ (651) 259-7572

Email: ~~luis.brown-pena@state.mn.us~~ lorrie.janatopoulos@state.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

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

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract #: 152137

SWIFT Purchase Order #: 3000454497

GRANTEE

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

By: Yvonne Fanakopoulos

Title: Career Force Director

Date: 1/30/2020

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

(with delegated authority)

Title: _____

Date: _____

MnDOT FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

Services to be performed by Grantee:

Grantee is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, Grantee may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that Grantee chooses to contract with CBOs to deliver services, Grantee will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

Scope of Work and Deliverable

Grantee will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.
4. Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver 2 highway heavy construction training for a cohort of students.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates complete training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

Tasks and Deliverables

1. **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

Deliverables:

- 1.1 Share customized screening processes and tools; and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools; and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, Grantee's staff will serve as a member of the review panel to review and approve candidates for admission to the training.

2. **Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the

objectives of the OJT SS.

Deliverables:

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
- 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
- 2.3 Participate in job fairs and other relevant events as needed. In addition, when Grantee holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.

- 3. **Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.

Deliverables:

- 3.1 Develop communications about highway heavy construction industry specific to women, minorities, and individuals from emerging communities.
- 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
- 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by January 31, 2019. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
- 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.

- 4. **Task:** Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.

Deliverables:

- 4.1 Recruit up to 180 applicants who are women, minorities, and individuals from emerging communities.
- 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and Grantee based on industry standards. The following list is a minimum requirement:
 - 4.2.1 Applicant must be a minimum of 18 years of age.
 - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
 - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
 - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
 - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
- 4.3 Applicant must possess a high school diploma or GED certificate.
- 4.4 Applicant must take the NCRC test or Grantee-designed Training Aptitude Assessment (TAA) and received a 4 for the math test and 4 in the reading for information test or equivalent math/reading TAA scorings.
- 4.5 As a result of screening, a total of 60 applicants will be enrolled into the program.
- 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.

- 5. **Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

Deliverables:

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. Grantee will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.2 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.3 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.4 Provide list of individuals who are being referred to training to MnDOT PM.

6. **Task:** Provide job success skills training to help enrollees adapt to workplace culture.

Deliverables:

- 6.1 Job success skills class must include speakers who are highway heavy construction employers and individuals who are employed in the highway heavy industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by February 28, 2019.

7. **Task:** Contract with training vendor(s) to deliver 2 highway heavy construction trainings for a cohort of students.

Deliverables:

- 7.1 Highway heavy trainings shall include but not limited to the following topics:

- 7.1.1 Industry related mathematics – measurements, distance, area, volume;
- 7.1.2 Industry terminologies;
- 7.1.3 Safety training including OSHA-30 Certification;
- 7.1.4 Basic hand and power tool use;
- 7.1.5 Identification of proprietary highway construction equipment and practices;
- 7.1.6 Overview of Temporary traffic control;
- 7.1.7 Nutritional and physical preparedness/wellness and conditioning;
- 7.1.8 Budgeting and unemployment insurance information;
- 7.1.9 Basic training to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
- 7.1.10 Orientation to highway construction industry norms and culture via union and employer representatives;
- 7.1.11 Industry specific job search techniques and resources, interviewing skills and job retention.

- 7.2 Trainings to include construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction environment.

- 7.3 Trainings shall be 4-6 weeks long and 6-10 hour long days.

- 7.4 Trainings shall be completed by spring of 2020.

8. **Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training.

Deliverables:

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.

- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.

- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation

and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months.

- 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
 - 8.5 For trainee(s) who have been let go from his/her job, Grantee will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that Grantee can work with the trainee(s) for a future job.
 - 8.6 Address the factors that present barriers to retention of employment for all graduates.
 - 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.
9. **Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

Deliverables:

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by January 31, 2019.
 - 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
 - 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
 - 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.
10. **Task:** Provide employment placement once graduates completed training.

Deliverables:

- 10.1 Engage employers during orientation of prospective recruits.
 - 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
 - 10.3 Provide mock interview sessions for trainees with potential employers.
 - 10.4 Organize at least one metro-wide recruiting fair. Grantee will recruit MnDOT contractors and union representatives to participate in the fair.
 - 10.5 Send job postings to graduates via social media.
 - 10.6 At a minimum, 34 of the 48 graduates will be placed in employment.
 - 10.6.1 Proof of employment includes a MnDOT/Grantee originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
 - 10.7 Report placement and placement hours to MnDOT PM quarterly.
11. **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

Deliverables:

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format

- will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
 - 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)
12. **Task:** Submit program invoice with back up documentation monthly to MnDOT.
- Deliverables:**
- 12.1 Electronically submit a monthly program invoice to OCRGrantInvoices.DOT@state.mn.us by the 21st day of the following month. For example: January invoice due on February 21st.
 - 12.2 For each invoice submitted, Grantee must provide back-up documentation for each line item(s) requesting payment.

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Exhibit B-1

PROGRAM BUDGET

Salary/Fringe/Indirect/Non-Pers	143,679.00
Marketing/Job Fair	3,000.00
Travel, Mileage & Lodging	3,000.00
NCRC/Aptitude Test	2,000.00
Program Supplies	3,000.00
Enrollment & Program Orientation	2,000.00
Support Services Emergency Fund	10,000.00
Highway Heavy Construction Training	160,000.00
Housing/Meals (10 out-state lodging \$90 rm nights; 2 meals, 10 participants @ \$26 6-week training Monday – Friday)	<u>35,000.00</u>
TOTAL	\$361,679.00

Program Budget Item Details

Salary/Fringe/Indirect/Non-Pers

Project Manager – MAPE 15L – estimated 2/3 cost of 2080 hours (1/23/19 – 12/31/19)

Project Coordinator – MAPE 12L – estimated 1/3 cost of 2080 hours (1/23/19 – 10/31/19); 3/4 cost of 2080 hours (11/1/19 – 2/29/20).

Fringe – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED's rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%.

Indirect – this category indicates “physical plant/location” integrals that would be shared/common to the location and would include office rent, cubicle space rent, utilities, security, telecommunications networks, computer networks, heating, water, electricity etc.

Non Personal – this category indicates those work activities and technical integrals that would not be shared or common in the facility and would include stationary and portable telecommunications devices, computers and peripherals, scanner, printers, educational materials, computer software, device maintenance etc.

Marketing – the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

Job Fair – Payment based on delivery of a job fair incorporating “prime” and “subcontractor” construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

Travel, Mileage & Lodging – assigned to project-affiliated DEED staff/principals in the delivery to MnDOT contracted CM Grant Amendment (Revised 08/18/2017).

partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment –costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

Program Supplies – assigned to project-affiliated office supplies.

Enrollment and Program Orientation – program participant overviews and formal introductions to highway construction industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

Support Services Emergency Fund – Provide limited emergency/transitional support services funds to program participants (not to exceed budgeted amount)

Highway Heavy Construction Training – contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

The remainder of this page has intentionally been left blank

MnDOT Contract #: 1032939

Exhibit C-1

INVOICE NO. _____

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Grantee must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to OCRGrantInvoices.DOT@state.mn.us

MnDOT Contract No. 1032939

MnDOT PO Number: 3000454497

Contract Expiration Date: Dec 31, 2020

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Indirect/Non-Pers	\$143,679.00			
Marketing/Job Fair	\$3,000.00			
Travel, Mileage & Lodging	\$3,000.00			
NCRC/Aptitude Test	\$2,000.00			
Program Supplies	\$3,000.00			
Enrollment & Program Orientation	\$2,000.00			
Support Services – Emergency Fund	\$10,000.00			
Highway Heavy Construction Training	\$160,000.00			
Housing/Meals	\$35,000.00			
Total Project Costs:	\$361,679.00			
Total Amount Due This Invoice:				

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Grantee: Minnesota Department of Employment and Economic Development

Signature: _____

Print Name: _____

Title: _____



MnDOT Contract #: 1033193

STATE OF MINNESOTA
INTERAGENCY PARTNERSHIP AGREEMENT
FOR
SHARED SPACE AT

MnDOT ST. CLOUD HEADQUARTERS, 3725 12TH STREET NORTH, ST. CLOUD, MINNESOTA 56303

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Agriculture ("Agriculture").

Recitals

1. Under Minnesota Statutes Section 471.59, subdivision 10, MnDOT and Agriculture are empowered to enter into interagency agreements; and
2. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
3. A contract that can be regularly updated is an efficient means to administer Agriculture's use of MnDOT space; and
4. This agreement supersedes and replaces MnDOT Contract Number 92571-P in its entirety.
5. Both parties are willing to enter this agreement.

Agreement

1. **Term of Agreement; Survival of Terms; Incorporation of Exhibits**

- 1.1. **Effective Date:** This Agreement will be effective on 03/01/2019, or the date MnDOT obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2, whichever is later.
- 1.2. **Expiration Date:** This Agreement will expire on 02/28/2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A & B are attached and incorporated into this Agreement.

2. **MnDOT's Responsibility**

- 2.1. Provide Agriculture with office space, (work cubicles), needed to perform its functions, consisting of approximately 618 square feet, including 360 square feet of office space, 90 square feet of common space and 168 square feet of storage space. See Exhibit A for details. Space to be located at:

Transportation District 3B - St. Cloud, 3725 12th Street North, St. Cloud, Minnesota 56303

- 2.2. Provide utilities including heat, electricity, water and sewer.
- 2.3. Provide LAN and WAN capabilities, copier, printer, fax capability based on 250 copies per month.
- 2.4. Provide janitorial services and trash removal.
- 2.5. Provide building and yard maintenance including snow removal.
- 2.6. Provide building security and employee safety services.
- 2.7. Provide parking for Agriculture vehicles and guests.
- 2.8. Provide access 24 hours /day, 365 days/year to appropriate buildings and secured areas.

3. Agriculture's Responsibilities

- 3.1. Pay to MnDOT rent for the use of space, for each year of this agreement, and related cost.
- 3.2. Adhere to MnDOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.

4. Method of determining payment amounts

- 4.1. MnDOT will annually, determine the square foot charges for rental space, provided that such amount does not exceed the amount specified in Article 5. MnDOT Office of Financial Management will determine the rental rate using a spreadsheet similar to Exhibit B.

5. Terms of Payment

- 5.1. *Space.* As rent for 618 square feet of leased space (office space- 360 square feet ("sf"), common space, 90 - sf and storage space – 168 sf), Agriculture will pay rent as listed in Exhibit B – Estimated Cost of Lease.
- 5.2. Rent will increase by an inflationary factor of 3% each year of the contract per Exhibit B.
- 5.3. As rent for office equipment use, Agriculture will pay MnDOT not more than \$840.00 annually for 5 people to use this equipment. Agriculture will provide their Cisco phones.
- 5.4. As rent for common port use, Agriculture will pay MnDOT not more than \$720 annually for 5 people. One port is allotted for each person.
- 5.5. Total Square Foot rented: 618 sf.
- 5.6. Total amount owed: \$48,117.15.
- 5.7. Agriculture will make payment to MnDOT for the use of the space, equipment and common ports specified, in monthly payments due at the end of each month of each state fiscal year of this agreement.
- 5.8. MnDOT must create and enter an invoice in SWIFT.
- 5.9. Agriculture will make payment using the bilateral netting process in SWIFT.
- 5.10. Agriculture will make payments, referencing MnDOT agreement number, directly to MnDOT, using MnDOT's vendor# 20036102300; directing payment to the:
Minnesota Department of Transportation
Accounting and Finance Section
395 John Ireland Blvd, MS 215
St. Paul, MN 55155
- 5.11. MnDOT will then credit the appropriate MnDOT District Operating Funds account for the District share.

6. Agreement Personnel

6.1. MnDOT's Authorized Representative and Project Manager will be:

Name: Mark Motschke (or successor)
Title: Facilities Supervisor, District 3B
Address: 3725 12th St. N., St. Cloud, MN 56303
Telephone: 320-223-6565
E-Mail: Mark.Motschke@state.mn.us

Responsibilities of the Project Manager; All partnerships should be paid up-front. The Project Manager is responsible for notifying Accounts Receivable before work is done so the partnership involving and funding from the partner will be in place before the work is done. The mailbox for accounts receivable is:
MN_AR_Agreements@state.mn.us

6.2. The Agriculture's Authorized Representative will be:

Name: Doug Buhl (or successor)
Title: Facility Manager
Address: Freeman Building, 5th Floor, St. Paul, MN

MnDOT Contract #: 1033193

Telephone: 651-201-6598
Email: Doug.Buhl@state.mn.us

7. Assignment, Amendments, Waiver and Contract Complete

- 7.1. Assignment. The Agriculture may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments. Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.
- 7.3. Waiver. IF MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to subsequently enforce it.
- 7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between MnDOT and Agriculture. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

- 8.1. Each party is solely responsible for its own employees for any worker's compensation claims. An employee of one party will not be considered an employee of the other party for any purpose.
- 8.2. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

9. State Audits

- 9.1. Under Minnesota Statutes §16C.05, subdivision 5, the Agriculture's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Termination; Suspension

- 10.1. This Agreement may be terminated by either party, with cause, with 90 days written notice to the other party.
- 10.2. This Agreement may be terminated at any time by mutual agreement of the parties.

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MnDOT Contract #: 1033193

DEPARTMENT OF AGRICULTURE

By: Andrea Hauke
Title: Deputy Commissioner
Date: 2/27/19

COMMISSIONER OF TRANSPORTATION

By: Sam Allen
Title: District Engineer
Date: 3/1/19

AGRICULTURE ENCUMBRANCE VERIFICATION

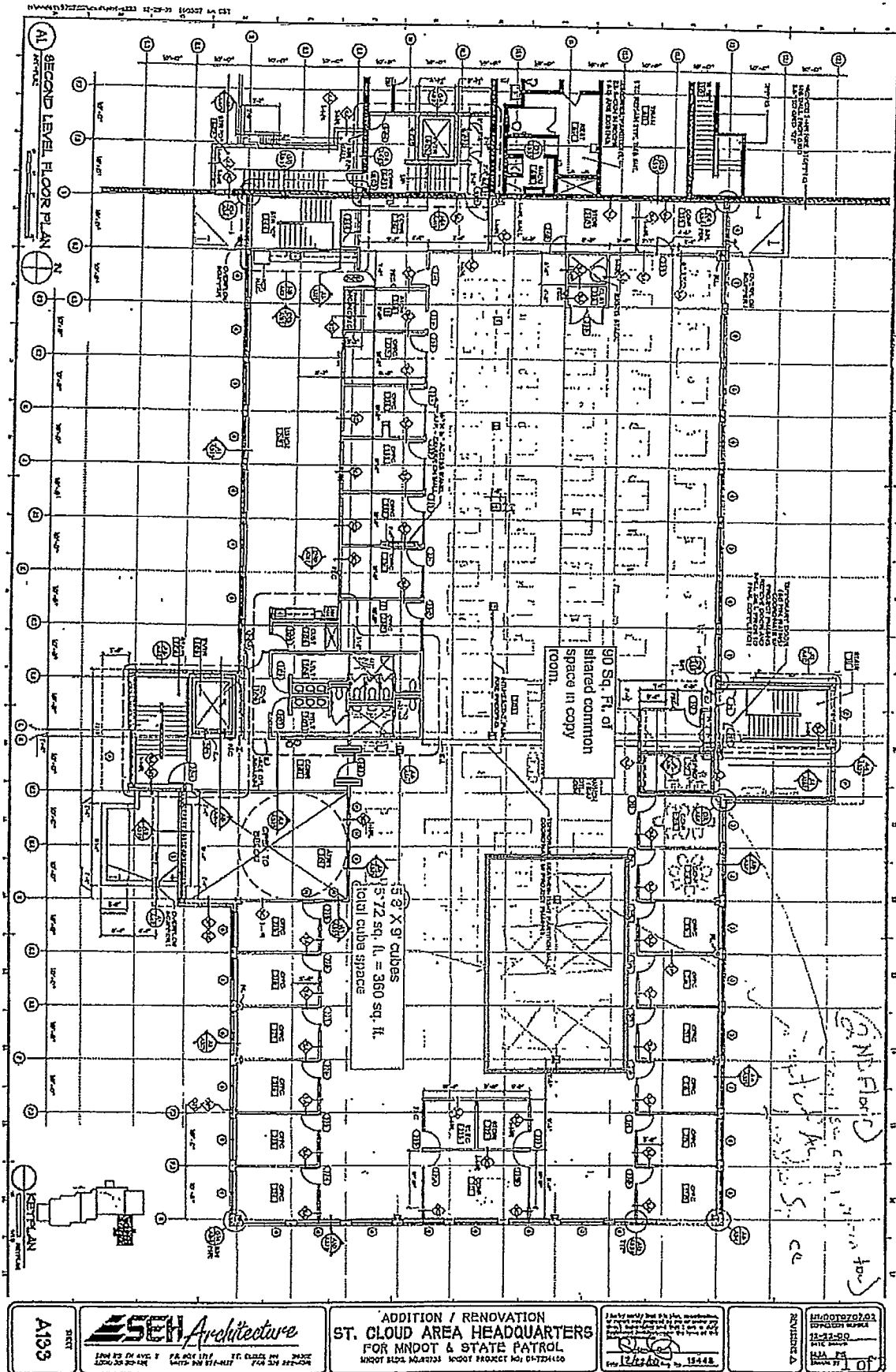
DocuSigned by:
By: Linda Rowley Lead Buyer
CFE1D297B76F48F...
Date: 2/27/2019

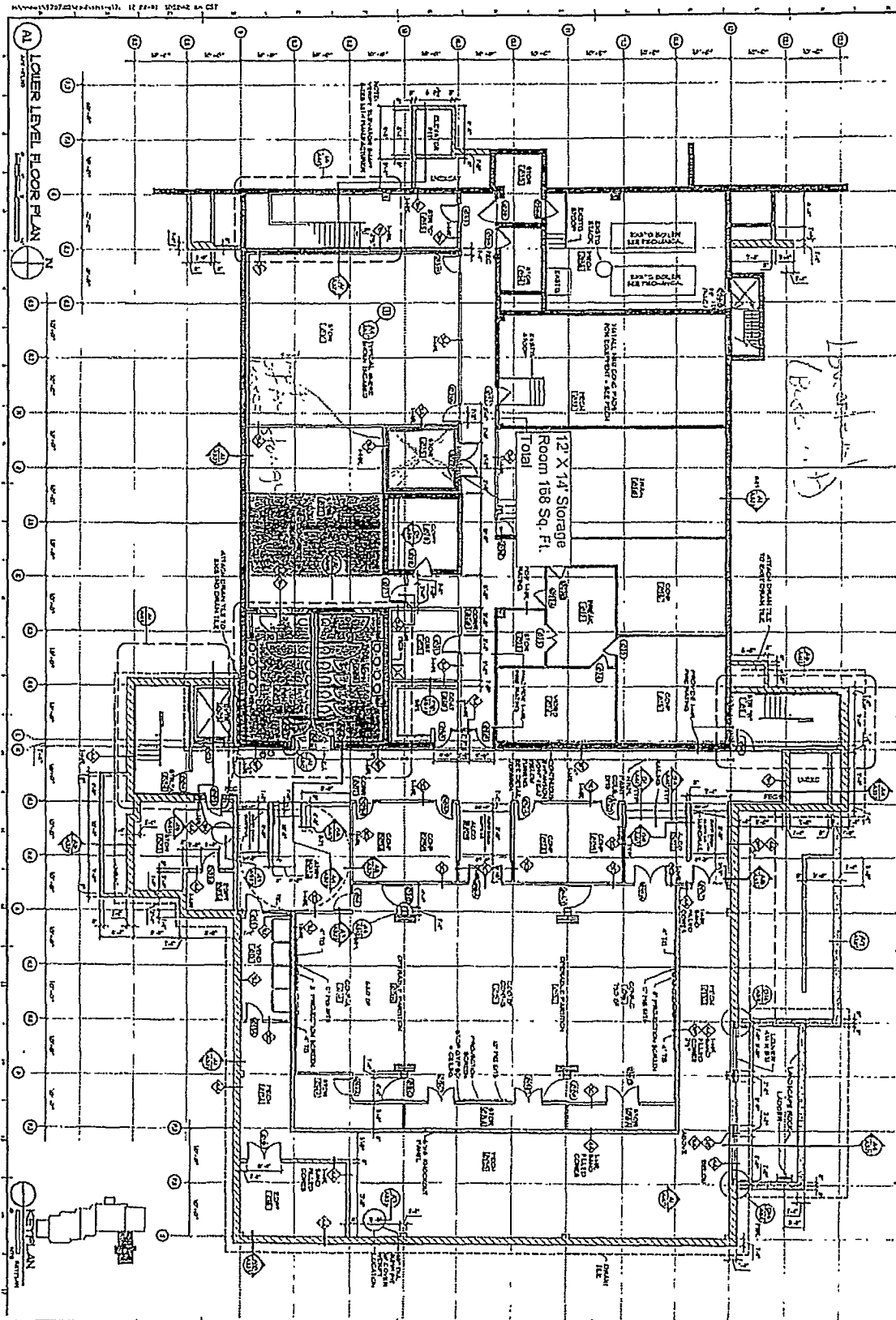
SWIFT Contract #: 153714

SWIFT Purchase Order #: 3000031052

MnDOT CONTRACT MANAGEMENT

By: [Signature]
Date: March 1, 2019





<p>A131</p>	<p>SEH Architecture</p> <p>1200 22nd Ave S St. Cloud, MN 56301 763-325-1111</p>	<p>ADDITION / RENOVATION ST. CLOUD AREA HEADQUARTERS FOR MN DOT & STATE PATROL</p> <p>MNDOT PROJECT NO. 1033193 MNDOT PROJECT NO. 1033193</p>	<p>11/11/10</p>	<p>MNDOT 1033193 12-31-10 12-31-10 12-31-10</p>
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MnDOT Contract No. 1033193

Exhibit B: Estimated Cost of Lease

Building: St Cloud MnDOT District 3B Headquarters, 3725 12th Street North, St. Cloud, Minnesota 56303

FY 18 Baseline - Actual Costs	Amount
FY 18 Annual Operating Expense (AOP)	\$ 1,439,308.83
Capital Expenditures (CE)	\$ 675.76
Depreciation (D)	\$ 352,628.82
Subtotal (AOP+CE+D)	\$ 1,792,613.41
Admin+10% Article 2, Subarticles 2.2-2.8	\$ 179,261.34
Total Costs (Subtotal + Admin)	\$ 1,971,874.75
Square Footage for Facility	165,267
Cost per Square Foot	\$ 11.93
Agriculture square foot usage	618
Agriculture Yearly Rental FY 2018	\$ 7,372.74

Period	From	To	Est. Infl. Inc. Per Year	Cost Per SF	Yearly Space Rental	Yearly Cost of Office Equip	Yearly Cost of Common Port Usage	Yearly total cost of Lease	Quarterly Rental	Monthly Rental
Baseline year	3/1/2018	2/28/2019		\$ 11.93	\$ 7,372.74	\$ 840.00	\$ 720.00	\$ 8,932.74	\$ 2,233.19	\$ 744.40
First Year	3/1/2019	2/29/2020	3%	\$ 12.29	\$ 7,593.92	\$ 840.00	\$ 720.00	\$ 9,153.92	\$ 2,288.48	\$ 762.83
Second Year	3/1/2020	2/28/2021	3%	\$ 12.66	\$ 7,821.74	\$ 840.00	\$ 720.00	\$ 9,381.74	\$ 2,345.44	\$ 781.81
Third Year	3/1/2021	2/28/2022	3%	\$ 13.04	\$ 8,056.39	\$ 840.00	\$ 720.00	\$ 9,616.39	\$ 2,404.10	\$ 801.37
Fourth Year	3/1/2022	2/28/2023	3%	\$ 13.43	\$ 8,298.08	\$ 840.00	\$ 720.00	\$ 9,858.08	\$ 2,464.52	\$ 821.51
Fifth Year	3/1/2023	2/29/2024	3%	\$ 13.83	\$ 8,547.02	\$ 840.00	\$ 720.00	\$ 10,107.02	\$ 2,526.76	\$ 842.25
Total Estimated Cost of Lease								\$ 48,117.15		

Office equipment and Port Usage are input and not subject to an inflationary factor.

Input cells are light orange.

Baseline year costs

Admin+10% Article 2, Subarticles 2.2-2.8



STATE OF MINNESOTA INTERAGENCY AGREEMENT

Federal Project Number: SPR CR 19(001)

Project Identification: Cultural Resources Information System (CRIS) Phase III - Rewrite

This agreement is between the Minnesota Department of Transportation ("MnDOT") and the **Office of MN.IT Services ("MN.IT")**, though its **Minnesota Geospatial Information Office ("MnGeo")**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.200 (FHWA Highway Research and Development Program).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **December 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 0181.
- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed **\$769,743.70**.

4 Conditions of Payment

- 4.1 All services provided by MnGeo under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo will follow Minnesota Information Technology (MNIT) practices of submitting monthly charges via MNIT computing services bill.

5 Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:

Name/Title:	Kendall Lausche, Contract Administrator (or his/her successor)
Address:	Minnesota Department of Transportation Consultant Services, Mail Stop 680 395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone:	651-366-4692
E-Mail:	kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)
Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-3616
E-Mail: jacob.foss@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Dan Ross, Geographic Info Sys Director
Address: Minnesota Geospatial Information Office
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

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

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

- 10.1 If MnGeo is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGeo must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGeo must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGeo to be withheld. MnGeo must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

MnDOT ENUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract ID No. _____

SWIFT Purchase Order ID No. _____

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MNIT

DocuSigned by:

Signed: Tracy Gerasch

Title: MNIT Procurement Director

Date: 5/10/2019

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

SCOPE

MnDOT's Cultural Resources Unit (CRU) is in need of assistance in the full rewrite of the third phase of the Cultural Resources Information System (CRIS) application, data, and web services. CRIS Phase III focuses on integrating the statewide archaeological site and historic property inventories, and primarily enhancing CRIS Phase II. CRIS Phase I replaced the legacy CRIS application with a web-based solution that assists MnDOT's CRU increase efficiency and reduce workload in tracking, recording, and managing reviews of MnDOT projects and their impacts on cultural resources. CRIS Phase I implemented a new Oracle database and the functionality required for basic data transactions – creating new data and editing existing data. CRIS Phase I also implemented the functionality and reporting needed to track CRU undertakings from beginning to end. CRIS Phase II further increased efficiency and reduced workload by adding Geographic Information System (GIS) functionality and other features to CRIS.

This contract further refines the current CRIS III system by fixing existing errors and providing better tools and GIS functionality. Moreover, CRIS Phase III will eventually provide near real-time access to the State Historic Preservation Office's (SHPO) Historic Property Inventory plus provide real-time access to the Office of the State Archaeologist's (OSA) Sites Inventory via Web Map Service (WMS). The end result is a pooled inventory of cultural resources data both maintained and hosted by each respective agency. This saves MnDOT time, money, and boosts confidence in CRU review assessments and enhances financial effectiveness for all agencies involved. Existing permission levels in CRIS II have carryovered to CRIS III.

Task Descriptions

MnGeo will perform the following tasks:

Task 1: Project Management, Administration, and Business Analysis

- 1.1 General project management work including project design, planning, and project status documentation.
- 1.2 Regular meeting with MnDOT staff to review progress on and discuss any issues related to the project.
- 1.3 Business analysis services to further define any task or details that need to be further defined.
- 1.4 General project administration and planning services including contract modifications, accounting, invoicing, budget tracking, travel time, and meeting arrangement.

Task 2: CRIS - All System Set up

- 2.1 Conduct the following:
 - 2.1.1 Development environment set up.
 - 2.1.2 Production environment set up.
 - 2.1.3 Setup source code and software development lifecycle

Task 3: CRIS - Data Migration

- 3.1 Create processes to Extract, Transfer, and Load (ETL) data from MnDOT Oracle databases into PostgreSQL RDBMS.

Task 4: CRIS - Tasks for Application Development

- 4.1 Conduct the following:
 - 4.1.1 Additional requirements analysis.
 - 4.1.2 System design and approval
 - 4.1.3 User login / profile
 - 4.1.4 Template creation
 - 4.1.5 Notice board
 - 4.1.6 Undertaking search interface
 - 4.1.7 Recreate tabs 1 – 5 and creation of new tab 6 Agreements tab. Specific tab deliverables can be found in Tab Details below.

Task 5: Mapping Component and Integration into Application

- 5.1 Conduct the following:
 - 5.1.1 Setup map services.
 - 5.1.2 Recreate existing group layers

5.1.3 Add the following new layers, as follows:

- a. Archaeological sites (from OSA portal)
 - b. Previous archaeological surveys
 - c. Cemetery/earthworks (burial sites from OSA portal)
 - d. OSA's unrecorded cemetery database (This data needs to be created [NOT INCLUDED IN THIS CONTRACT], if/when created before the end of the contract, this data will be added as a layer).
 - e. OSA's quarter-section polygon WMS
 - f. Right-of-way layer
 - g. State Transportation Improvement Program (STIP) layer and Capital Highway Investment Plan (CHIP)
 - h. Statewide parcels layer
 - i. MN Model Phase 4 layer group
- 5.1.4 Edit existing map functionality
- 5.1.5 Create new map functionality, as follows:
- a. Search by township-range-section
 - b. Get "water resources"
 - c. Better placed labels so still able to view boundary outlines and names
 - d. Display feature detail for highways

Task 6: Connection to and Update of Crystal reports

- 6.1 Attend meetings with MnDOT crystal reports staff.
- 6.2 Provide documentation of new schema for MnDOT staff.
- 6.3 Create firewall openings to facilitate reports.
- 6.4 Create application display page to show reports.

Task 7: Connection to Document Management System (eDOCS)

- 7.1 Meet with MnDOT eDOCS staff.
- 7.2 Provide creation of CRIS schema/profile.
- 7.3 Gain understanding of the eDOCS Application Programming Interface (API).
- 7.4 Implement eDOCS API into project code for uploads.
- 7.5 Create interface to manage tags.
- 7.6 Create display to mimic folders based upon tags.

Task 8: Create Historic Cemetery Data

- 8.1 Create Historic Cemetery Data provided by MnDOT CRU unit by association of an existing cemetery record with either one or more land ownership parcel boundaries using a parcel identification number (or numbers) or association with Public Land Survey System (PLSS) sections, quarter-section or quarter-quarter section boundaries using an existing PLSS description.
- 8.2 Perform Quality Assurance/Quality Control (QA/QC) validation of the data using the available cemetery attribute information and spatial comparison techniques agreed upon by MnDOT.
- 8.3 Perform high level planning of the process with MnDOT review to spatially enable the data.
- 8.4 Validate data with MnDOT review and communication.
- 8.5 Perform documentation and metadata creation.

Task 9: Managed Hosting – System Maintenance and Infrastructure

- 9.1 Infrastructure: Work with MnDOT on the geospatial managed hosting environment, which is recommended to support the minimum requirements for ArcGIS Server. For the purposes of this project, the production and development infrastructure will be available for 12 months of FY20 and 6 months in FY21. This project includes production deployment, but coordinate with MnDOT on the needs for future hosting and system administration going forward.
- 9.2 Provide a secure, reliable platform for hosting and deploying MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software and system upgrades. Evaluate new applications, as needed, against the capabilities of the infrastructure deployed.

- 9.3 Ensure system performance, provide adequate data storage, and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 9.4 Address any reported issues.
- 9.5 Answer questions as appropriate
- 9.6 Coordinate with Minnesota Information Technology (MnIT) Managed Hosting regular Operating Systems (OS) patching and updates.

EXPECTATIONS

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. MnGeo staff will keep MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide MnDOT with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise MnDOT of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. MnDOT staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this project, testing plans will be developed and shared as well as incorporated into MnIT Change Management routines.
4. Provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MnIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through MnDOT's primary contact.
6. If additional resources are required for the shared environment specifically because of MnDOT deployments or at a request for additional resources by MnDOT's primary contact, MnDOT's infrastructure costs will be increased accordingly.

System Maintenance:

System maintenance will be assessed each month. System maintenance is estimated at 25 hours per server per year.

Timeline: Products and services will be provided throughout the duration of the agreement.

MnDOT Deliverables, Duties, and Responsibilities

Under the terms of this agreement, MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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TAB DETAILS

Tab 1: General Information Page
Summary display block (uneditable; 9 fields)
Federal Funding block (one radio; one dropdown)
Interface to manage Federal Funding dropdown
Project title field; Doc Type; MnDOT District; Letting Date; Reply by Date
Stage dropdown
Interface to manage Stage
Contact Information interface (dropdown that dynamically populates display when selected)
Interface to create contact information for organizations
Project manager interface for submitting organization (drop down that populates display when selected).
Interface to relate user accounts to organizations
Sponsoring Organization interface (dropdown that dynamically populates display when selected)
Contact for sponsoring organization
Add exemption Status
Tab 2: Project List
Project list (projects associated with undertaking)
Project Detail (8 input fields without validation to PUMA)
Feature list (display of related features)
Feature detail (6 fields)
Link to Feature map
Tab 3: Reviews
move fields to findings and general (10 fields)
Tab 4: Consultations
Display list of organizations
"Save and Run Federal Consulting Rules" business process
"Save and Run State Consulting Rules" business process
Add ability for application manager to edit the spatial extent of consultation rules
"Consultation with Other Interested Parties". business process
Consultation details interface
Main interface (10 fields)
"Generate Federal Letter" business process
"Generate State Letter" business process
Tab 5: Findings
Move "CRU Review" Fields here (10 fields)
Ability to edit finding letter (Federal)
Ability to edit finding letter (State)
Add generate finding letter (local)
Interface to track date of letters sent
Tab 6: Agreements (new tab)
Ability to track memoranda of Understanding (name, date, completion
Role matrix integration / user security separation

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Direct Labor Costs

Task	GIS Basic	GIS Intermediate	GIS Advanced	Total
Task 1				
Project Management, Administration, and Business Analysis	0	0	2497	2497
Task 2				
CRIS - All System Set up	160	0	476	636
Task 3				
CRIS - Data Migration	0	0	280	280
Task 4				
CRIS - Tasks for Application Development	0	10	1918	1928
Task 5				
Mapping Component and Integration into Application	0	1204	630	1834
Task 6				
Connection to and Update of Crystal reports	0	0	128	128
Task 7				
Connection to Document Management System (eDOCS)	0	0	660	660
Task 8				
Create Historic Cemetery Data	110	0	30	140
Task 9				
Managed Hosting – System Maintenance and Infrastructure	0	0	150	150
Total Hours	270	1214	6769	8253
Fixed Hourly Rate	\$ 62.60	\$ 80.60	\$ 95.70	
Total Direct Labor Costs:	\$ 16,902.00	\$ 97,848.40	\$ 647,793.30	\$ 762,543.70

Direct Expense Costs (must provide documentation)

Description	Rate	Unit	Cost
Similar to G46DAWOSAGE001 (18 months)			\$ 3,600.00
Similar to G46DDLOSADB1001 (18 months)			\$ 3,600.00
Total Direct Expenses			\$ 7,200.00

TOTAL CONTRACT AMOUNT **\$ 769,743.70**

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us); State's Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:	

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073



MnDOT Agreement Number: 1033768

AMENDMENT NUMBER 1 TO MnDOT AGREEMENT NUMBER: 1033768

Agreement Start Date: May 14, 2019	Original Agreement Amount:	\$ 769,743.70
Original Agreement Expiration Date: December 31, 2020	Previous Amendment(s) Total:	\$ N/A
Current Agreement Expiration Date: December 31, 2020	Current Amendment Amount:	\$ 7.50
New Agreement Expiration Date: July 31, 2021	Total Amended Agreement Amount:	\$ 769,751.20

Federal Project Number: SPR CR 19(001)**Project Identification:** Cultural Resources Information System (CRIS) Phase III - Rewrite

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Geospatial Information Office ("MnGeo").

RECITALS

1. MnDOT has an agreement with MnGeo identified as MnDOT Agreement Number 1033768 ("Original Agreement") to further refine the current CRIS system by fixing existing errors and providing better tools and Geographic Information System functionality.
2. Contractor requires additional time, additional scope and a slight adjustment to the Original Agreement budget. The purpose of this project is to replace MnDOT's current Cultural Resource Information System (CRIS) II application. Midway through this project, MnIT@MnDOT informed the project team that CRIS II needed to be retired in October 2020, instead of in December 2020. In order to ensure that MnDOT's Cultural Resources Unit (CRU) does not have a gap between October and December when they have no working project review application, MnGeo will build a simplified version of CRIS III that will be released in October. This simplified version, called CRIS III Minimum Viable Product (MVP), will have all the core functions that the CRU requires. The full version of CRIS III is now planned to be released in February of 2021. MnGeo will support the CRIS III app and fix bugs until the new end of the agreement.
3. MnDOT and MnGeo are willing to amend the Original Agreement as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted agreement terms will be struck out and the added agreement terms will be bolded and underlined.

REVISION 1. Subarticles 1.2-1.3 are amended as follows:

- 1.2 Expiration Date: This agreement will expire on ~~December 31, 2020~~ **July 31, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits ~~A through C~~ **A-1, B-1 and C** are attached and incorporated into this agreement.

REVISION 2. Subarticle 2.2 is amended as follows:

- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A ~~B-1~~ **A-1**.

REVISION 3. Subarticles 3.1-3.2 are amended as follows:

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit ~~B-B-1~~.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed ~~\$769,743.70~~ **\$769,751.20**.

REVISION 4. Subarticle 5.1 is amended as follows:

- 5.1 MnDOT's Authorized Representative will be:
 - Name/Title: ~~Kendall Lausche~~ **Ashley Duran**, Contract Administrator (or his/her successor)
 - Address: Minnesota Department of Transportation
Consultant Services, Mail Stop 680

MnDOT Agreement Number: 1033768

395 John Ireland Boulevard, St. Paul, MN 55155-1800

Telephone: ~~651-366-4692~~E-Mail: ~~kendall.lausche@state.mn.us~~ashley.duran@state.mn.us

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

MnDOT ENCUMBRANCE VERIFICATION

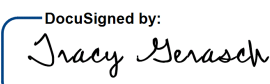
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MnGeo

MnGeo certifies that the appropriate person(s) have executed the amendment on behalf of MnGeo as required by applicable articles, bylaws or resolutions.

Signed:  _____
58BE08075AE6441...

Title: Procurement Director _____

9/14/2020

Date: _____

MnDOT*(with delegated authority)*

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

SCOPE

MnDOT's Cultural Resources Unit (CRU) is in need of assistance in the full rewrite of the third phase of the Cultural Resources Information System (CRIS) application, data, and web services. CRIS Phase III focuses on integrating the statewide archaeological site and historic property inventories, and primarily enhancing CRIS Phase II. CRIS Phase I replaced the legacy CRIS application with a web-based solution that assists MnDOT's CRU increase efficiency and reduce workload in tracking, recording, and managing reviews of MnDOT projects and their impacts on cultural resources. CRIS Phase I implemented a new Oracle database and the functionality required for basic data transactions – creating new data and editing existing data. CRIS Phase I also implemented the functionality and reporting needed to track CRU undertakings from beginning to end. CRIS Phase II further increased efficiency and reduced workload by adding Geographic Information System (GIS) functionality and other features to CRIS.

This contract further refines the current CRIS III system by fixing existing errors and providing better tools and GIS functionality. Moreover, CRIS Phase III will eventually provide near real-time access to the State Historic Preservation Office's (SHPO) Historic Property Inventory plus provide real-time access to the Office of the State Archaeologist's (OSA) Sites Inventory via Web Map Service (WMS). The end result is a pooled inventory of cultural resources data both maintained and hosted by each respective agency. This saves MnDOT time, money, and boosts confidence in CRU review assessments and enhances financial effectiveness for all agencies involved. Existing permission levels in CRIS II have carryovered to CRIS III.

Task Descriptions

MnGeo will perform the following tasks:

Task 1: Project Management, Administration, and Business Analysis

- 1.1 General project management work including project design, planning, and project status documentation.
- 1.2 Regular meeting with MnDOT staff to review progress on and discuss any issues related to the project.
- 1.3 Business analysis services to further define any task or details that need to be further defined.
- 1.4 General project administration and planning services including contract modifications, accounting, invoicing, budget tracking, travel time, and meeting arrangement.

Task 2: CRIS - All System Set up

- 2.1 Conduct the following:
 - 2.1.1 Development environment set up.
 - 2.1.2 Production environment set up.
 - 2.1.3 Setup source code and software development lifecycle

Task 3: CRIS - Data Migration

- 3.1 Create processes to Extract, Transfer, and Load (ETL) data from MnDOT Oracle databases into PostgreSQL RDBMS.

Task 4: CRIS - Tasks for Application Development

- 4.1 Conduct the following:
 - 4.1.1 Additional requirements analysis.
 - 4.1.2 System design and approval
 - 4.1.3 User login / profile
 - 4.1.4 Template creation
 - 4.1.5 Notice board
 - 4.1.6 Undertaking search interface
 - 4.1.7 Recreate tabs 1 – 5 and creation of new tab 6 Agreements tab. Specific tab deliverables can be found in Tab Details below.

Task 5: Mapping Component and Integration into Application**5.1 Conduct the following:**

- 5.1.1 Setup map services.
- 5.1.2 Recreate existing group layers
- 5.1.3 Add the following new layers, as follows:
 - a. Archaeological sites (from OSA portal)
 - b. Previous archaeological surveys
 - c. Cemetery/earthworks (burial sites from OSA portal)
 - d. OSA's unrecorded cemetery database (This data needs to be created [NOT INCLUDED IN THIS CONTRACT], if/when created before the end of the contract, this data will be added as a layer).
 - e. OSA's quarter-section polygon WMS
 - f. Right-of-way layer
 - g. State Transportation Improvement Program (STIP) layer and Capital Highway Investment Plan (CHIP)
 - h. Statewide parcels layer
 - i. MN Model Phase 4 layer group
- 5.1.4 Edit existing map functionality
- 5.1.5 Create new map functionality, as follows:
 - a. Search by township-range-section
 - b. Get "water resources"
 - c. Better placed labels so still able to view boundary outlines and names
 - d. Display feature detail for highways

Task 6: Connection to and Update of Crystal reports

- 6.1 Attend meetings with MnDOT crystal reports staff.
- 6.2 Provide documentation of new schema for MnDOT staff.
- 6.3 Create firewall openings to facilitate reports.
- 6.4 Create application display page to show reports.

Task 7: Connection to Document Management System (eDOCS)

- 7.1 Meet with MnDOT eDOCS staff.
- 7.2 Provide creation of CRIS schema/profile.
- 7.3 Gain understanding of the eDOCS Application Programming Interface (API).
- 7.4 Implement eDOCS API into project code for uploads.
- 7.5 Create interface to manage tags.
- 7.6 Create display to mimic folders based upon tags.

Task 8: Create Historic Cemetery Data

- 8.1 Create Historic Cemetery Data provided by MnDOT CRU unit by association of an existing cemetery record with either one or more land ownership parcel boundaries using a parcel identification number (or numbers) or association with Public Land Survey System (PLSS) sections, quarter-section or quarter-quarter section boundaries using an existing PLSS description.
- 8.2 Perform Quality Assurance/Quality Control (QA/QC) validation of the data using the available cemetery attribute information and spatial comparison techniques agreed upon by MnDOT.
- 8.3 Perform high level planning of the process with MnDOT review to spatially enable the data.
- 8.4 Validate data with MnDOT review and communication.
- 8.5 Perform documentation and metadata creation.

Task 9: Managed Hosting – System Maintenance and Infrastructure

- 9.1 Infrastructure: Work with MnDOT on the geospatial managed hosting environment, which is recommended to support the minimum requirements for ArcGIS Server. For the purposes of this project, the production and development infrastructure will be available for 12 months of FY20 and 12 months in FY21. This project includes production deployment, but coordinate with MnDOT on the needs for future hosting and system administration going forward.
- 9.2 Provide a secure, reliable platform for hosting and deploying MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software and system upgrades. Evaluate new applications, as needed, against the capabilities of the infrastructure deployed.
- 9.3 Ensure system performance, provide adequate data storage, and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 9.4 Address any reported issues.
- 9.5 Answer questions as appropriate
- 9.6 Coordinate with Minnesota Information Technology (MnIT) Managed Hosting regular Operating Systems (OS) patching and updates.

Task 10: Minimum Viable Product (MVP)

- 10.1 MnGeo will devise a plan for the CRIS III minimum viable product. This MVP will be created and deployed by October 15th, 2020.

EXPECTATIONS

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. MnGeo staff will keep MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide MnDOT with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise MnDOT of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. MnDOT staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this project, testing plans will be developed and shared as well as incorporated into MnIT Change Management routines.
4. Provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MnIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through MnDOT's primary contact.
6. If additional resources are required for the shared environment specifically because of MnDOT deployments or at a request for additional resources by MnDOT's primary contact, MnDOT's infrastructure costs will be increased accordingly.

System Maintenance:

System maintenance will be assessed each month. System maintenance is estimated at 25 hours per server per year.

Timeline: Products and services will be provided throughout the duration of the agreement.

MnDOT Deliverables, Duties, and Responsibilities

Under the terms of this agreement, MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

TAB DETAILS

Tab 1: General Information Page
Summary display block (uneditable; 9 fields)
Federal Funding block (one radio; one dropdown)
Interface to manage Federal Funding dropdown
Project title field; Doc Type; MnDOT District; Letting Date; Reply by Date
Stage dropdown
Interface to manage Stage
Contact Information interface (dropdown that dynamically populates display when selected)
Interface to create contact information for organizations
Project manager interface for submitting organization (drop down that populates display when selected).
Interface to relate user accounts to organizations
Sponsoring Organization interface (dropdown that dynamically populates display when selected)
Contact for sponsoring organization
Add exemption Status
Tab 2: Project List
Project list (projects associated with undertaking)
Project Detail (8 input fields without validation to PUMA)
Feature list (display of related features)
Feature detail (6 fields)
Link to Feature map
Tab 3: Reviews
move fields to findings and general (10 fields)
Tab 4: Consultations
Display list of organizations
"Save and Run Federal Consulting Rules" business process
"Save and Run State Consulting Rules" business process
Add ability for application manager to edit the spatial extent of consultation rules
"Consultation with Other Interested Parties". business process
Consultation details interface
Main interface (10 fields)
"Generate Federal Letter" business process
"Generate State Letter" business process
Tab 5: Findings
Move "CRU Review" Fields here (10 fields)
Ability to edit finding letter (Federal)
Ability to edit finding letter (State)
Add generate finding letter (local)
Interface to track date of letters sent

Tab 6: Agreements (new tab)
Ability to track memoranda of Understanding (name, date, completion
Role matrix integration / user security separation

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Direct Labor Costs

Task	GIS Basic	GIS Intermediate	GIS Advanced	Total
Task 1				
Project Management, Administration, and Business Analysis	0	0	2167	2167
Task 2				
CRIS - All System Set up	160	0	476	636
Task 3				
CRIS - Data Migration	0	0	280	280
Task 4				
CRIS - Tasks for Application Development	0	10	1893	1903
Task 5				
Mapping Component and Integration into Application	0	1204	630	1834
Task 6				
Connection to and Update of Crystal reports	0	0	128	128
Task 7				
Connection to Document Management System (eDOCS)	0	0	660	660
Task 8				
Create Historic Cemetery Data	110	0	30	140
Task 9				
Managed Hosting – System Maintenance and Infrastructure	0	0	150	150
Task 10				
Minimum Viable Product	0	0	330	330
Total Hours	270	1214	6744	8228
Fixed Hourly Rate	\$ 62.60	\$ 80.60	\$ 95.70	
Total Direct Labor Costs:	\$ 16,902.00	\$ 97,848.40	\$ 645,400.80	\$ 760,151.20

Direct Expense Costs (must provide documentation)

Description	Rate	Unit	Cost
Similar to G46DAWOSAGE001 (24 months)	\$ 200.00	24	\$ 4,800.00
Similar to G46DDLOSADB1001 (24 months)	\$ 200.00	24	\$ 4,800.00
Total Direct Expenses			\$ 9,600.00

TOTAL CONTRACT AMOUNT **\$ 769,751.20**



MAD Project Number: 2019-170 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation- Office of Transit and Active Transportation
MAD Contact: Abra Pollock

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$90,160.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

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

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: 3/13/20

Contract: 156131
Number/Date/Entry Initials

Order: 3000469316
Number/Date/Signatures

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

This is an agreement between the Minnesota Department of Transportation- Office of Transit and Active Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>

1. Services to be Performed:

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

2. Contacts:

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

Management Analysis and Development: Abra Pollock

Requesting Agency: Victoria Nill

3. Consideration and Terms of Payment:

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

Up to 644 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$90,160.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective April 26, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until March 13, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E. Rappaport</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>April 12, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date: 156131 / 3000469316	Date:

Proposal

Department of Transportation, Office of Transit and Active
Transportation—Visioning and Strategic Planning for Transit
April 9, 2019

Proposal prepared by:

Abra Pollock
651-259-3814

Abra.Pollock@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

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

Background

The Minnesota Department of Transportation (MnDOT) Office of Transit and Active Transportation (OTAT) administers state and federal programs to support the 59 public transit systems that local governments and nonprofit organizations operate throughout greater Minnesota.¹ With a 2018 office reorganization, a new organizational chart, and a director who recently accepted the position on a permanent basis, OTAT is now well-positioned to undertake a visioning and strategic process for its transit function. This participatory process seeks to energize and inspire transit staff, while also helping OTAT successfully adapt to emergent and future trends in the rural transit sector.

Products

MAD has prepared this proposal offering OTAT two phases. During Phase 1, MAD would facilitate a robust visioning process, delivering the following products:

- A memo documenting the environmental scan, incorporating both the desk research and outcomes from the staff working sessions, as well as a risk assessment (in an appendix),
- Draft and final agendas in advance of the environmental scan and visioning working sessions, and
- A “practical vision statement” for OTAT’s transit function, developed through the visioning session.

As a key deliverable under Phase 2, MAD would produce an internal strategic plan (designed by OTAT staff in working sessions that MAD will facilitate) that identifies how OTAT can lead, innovate, and create efficiencies to better support transit in greater Minnesota. Other Phase 2 products include:

- Workshop 1 outputs: Documentation of OTAT’s key values and goals, internal strategies, and investments, and
- Workshop 2 outputs: Documentation of prioritized internal strategies and investments and corresponding Implementation Plan.

Phase 2 assumes that OTAT staff are available to participate in two all-day strategic planning sessions scheduled for two consecutive months (or scheduled every other month, over a period of three months).

Finally, MAD consultants would produce a project plan that achieves the milestones and work style preferences described in OTAT’s existing strategic planning scope of work (SOW), currently in draft form.

¹ Minnesota Department of Transportation. “Transit in Minnesota: Meeting the needs of transit users.” Accessed March 6, 2019, <https://www.dot.state.mn.us/transit/about.html>.

Activities, Timeline, and Project Costs

Phase 1: Visioning

The overall timeline for Phase 1 of the project would be April 26, 2019 (or when the interagency agreement is signed) through October 11, 2019.

If the interagency agreement is not signed by April 24, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs. MAD would work flexibly within the estimated hours listed below to be responsive to client needs and would seek amendment to the interagency agreement if needed, based on shifts in the activity schedule.

Activities	Hours
<p>A. Laying the groundwork</p> <p>MAD consultants would meet with OTAT leadership and supervisors to:</p> <ul style="list-style-type: none"> • Create a shared understanding of the project's purpose, expected outcomes, and leadership's role. • Discuss whom leaders and supervisors will recommend to serve on a 5- to 10-member Strategic Planning Committee (SPC). • Review MAD's proposed activities, including an approach to broadly involve OTAT staff in the working sessions on an environmental scan and visioning (such as by facilitating these sessions at OTAT's bi-monthly all-staff meetings). • Agree together how OTAT leadership will communicate to staff the goals of the visioning process and what to expect. <p>Also during this phase, MAD will draft a sample "SPC invitation email" for OTAT leaders to send to nominated staff and will organize an initial meeting of the SPC.</p> <p>MAD recommends that the SPC members represent a cross-section of functions and opinion-leaders from various OTAT units who either volunteer for the role or are nominated by their supervisors. The advantage of such a committee makeup is that the experience will help employees develop leadership abilities, lay the groundwork for change management needed to implement the vision, and energize the staff more broadly across the office (instead of just senior leaders and supervisors).</p> <p>Following these meetings, MAD consultants will prepare a project plan and coordinate directly with the SPC, while providing written updates to OTAT leadership and supervisors. If SPC members have limited availability, regular meetings can be held only once a month.</p>	25
<p>B. Environmental scan and technical memorandum</p> <p>MAD will carry out an environmental scan of the rural transit sector for the next 5 to 10 years. The purpose of the scan will be to inform considerations for OTAT's practical vision statement and strategic plan. MAD will conduct the scan through two steps: a desk review and a facilitated working session with OTAT staff.</p>	110

Activities	Hours
<ul style="list-style-type: none"> • <i>Desk review:</i> MAD consultants will review background documents pertinent to the future of rural transit and MnDOT that the SPC and client recommend, such as the 20-year Greater Minnesota Transit Investment Plan, “Trends and Opportunities” section; trend papers from the Statewide Multimodal Transportation Plan (SMTP); the Advancing Transportation Equity D2 Pilot study (produced by MAD for MnDOT); MnDOT’s 2018-2022 Strategic Operating Plan; and any reports published by the University of Minnesota Center for Transportation or from the March 2019 Minnesota Transportation Conference. The desk review will incorporate a risk assessment of significant trends. MAD will present its initial desk review findings to the SPC and will circulate a summary of findings to the office as a whole in advance of the working sessions, at which participants will discuss the document in greater depth. • <i>Facilitated working sessions:</i> As a means of energizing staff, and to avoid creating additional demands on time, MAD will propose conducting the environmental scan session during OTAT’s regularly scheduled, bi-monthly all-staff meeting. MAD will submit the draft agenda to the client and the SPC for their feedback. The session will incorporate participatory methods to solicit OTAT staff members’ input on future trends in rural transit, such as via a strengths, weaknesses, opportunities, and threats (SWOT) analysis. Any district staff who cannot attend in person will be invited to email MAD their written input in advance. <p>Following these two steps, MAD consultants will present the overall findings of the environmental scan (incorporating the working sessions) to the SPC for them to prioritize using the following questions: What have we learned from this data? Which trends will likely influence OTAT the most? What are our main takeaways or conclusions?</p> <p><u>Deliverable:</u> MAD will use SPC input on these questions to produce the draft memo, which will include: a) the results of the environmental scan (desk review), b) a summary of OTAT (such as major work items, state and federal requirements, and current organizational structure), c) documentation of the SWOT analysis, d) significant themes and factors from the “external” (opportunities/threats) and “internal” (strengths/weaknesses) SWOT categories, and e) a risk assessment based on the threats and weaknesses.</p> <p>MAD consultants will revise the memo, based on client feedback, to produce a final version.</p>	
<p>C. Visioning session</p> <p>In the third phase of the assignment, MAD consultants will design and co-facilitate a visioning session, scheduled during an OTAT all-staff meeting to avoid making additional demands on staff time. The purpose of the two-hour session will be to create a shared vision of “who OTAT will be” three to five years from now, based on a focus question and a “practical vision” question:</p>	65

Activities	Hours
<ul style="list-style-type: none"> • <i>Proposed focus question:</i> How can we (OTAT) prepare for and adapt our services to the rural transit operating environment that is emerging over the next 5 to 10 years? • <i>Proposed “practical vision” question:</i> What do we want to see in place at OTAT in three to five years as a result of our actions to prepare and adapt? <p>To help participants during the session, MAD will distribute in advance the environmental scan memo, which will describe the emerging operating environment that the OTAT staff have defined themselves. MAD will also distribute in advance MnDOT’s 2018-2022 Strategic Operating Plan—a major component of how MnDOT is strategically moving into the future and a helpful reference for the long-term vision of the agency as a whole.</p> <p>MAD will aim to schedule the session when OTAT staff from the districts plan to be in St. Paul.</p> <p><u>Deliverable:</u> As a product of this session, MAD consultants will present the SPC and the project client with a draft “practical vision statement.” MAD will revise the statement based on their feedback.</p>	
D. Finalize deliverables <ul style="list-style-type: none"> • Revise memo based on OTAT feedback • Revise draft working session agenda based on OTAT feedback • Revise draft visioning session agenda based on OTAT feedback • Revise practical vision statement based on OTAT feedback 	25
Subtotal	225
Project management, including client communication (18%)	41
Total Phase 1 hours	266
Total Phase 1 costs: (266 hours times \$140)	\$ 37,240

Phase 2: Full strategic planning process, two all-day working sessions (continues on from Phase 1, Visioning)

MAD would work with the client to develop a strategic planning process that meets OTAT’s objectives and adheres to its work style preferences, as described in the OTAT draft strategic planning SOW (and reflected in the project phases and activities outlined in the table below). We could facilitate working sessions for OTAT to develop key values and goals to guide internal work, prioritize its internal strategies based on outcomes of previous sessions and in alignment with other important MnDOT strategy documents (such as the 2018-2022 Strategic Operating Plan), and design an internal strategic plan that will identify and describe priorities for OTAT transit planning and programs, preparing the office for a variety of scenarios.

After facilitating the development of these deliverables, MAD will lead OTAT staff at a working session to design a corresponding implementation plan, which will provide a “road map” for how to dedicate resources and translate these priorities into action over the next 6 to 12 months.

The timeline for Phase 2 would be October 14, 2019 through March 13, 2020. In Phase 2, MAD assumes that OTAT staff would be available for two, full-day strategic planning sessions.

Activities	Hours
A. Project oversight and coordination (six-month period of performance) <ul style="list-style-type: none"> • "Road show:" Visit each unit's staff meeting to co-present with an SPC member on OTAT's strategic planning process and upcoming activities • Using inputs from SPC members, design a communication plan for the assignment to describe the overall strategic planning process and how OTAT staff input will be solicited and used • Recurring activity: Monthly SPC meetings (help to design agenda and facilitate meeting) • Recurring activity: Monthly progress reports for OTAT client • Recurring activity: Weekly project check-in meetings with OTAT client 	100
B. Full day workshop: "OTAT Internal Values and Goals" and "Strategic Planning and Investments" <ul style="list-style-type: none"> • Design session and submit draft agenda to client for review • Circulate session materials in advance to OTAT staff, including the MnDOT 2018-2022 Strategic Operating Plan (with which OTAT's internal strategies should align) • Facilitate full-day workshop on "Values and Goals" and "Strategic Planning and Investments" • Transform session work products (e.g., worksheets, flipcharts, etc.) into typed notes • <u>Deliverable:</u> Documentation of OTAT's key values and goals, internal strategies, and investments 	75
C. Full day workshop: Prioritizing internal strategies and investments and "Implementation Planning" <ul style="list-style-type: none"> • Design session and submit draft agenda to client for review • Circulate session materials in advance to OTAT staff, including the MnDOT 2018-2022 Strategic Operating Plan (with which OTAT's implementation planning should align) • Facilitate full-day workshop to prioritize internal strategies and investments and design implementation plan, including sequence of events and roles/responsibilities • Transform session work products into typed notes • <u>Deliverable:</u> Prioritized internal strategies and investments; Implementation Plan 	80
D. Strategic Plan <ul style="list-style-type: none"> • <u>Deliverable:</u> Strategic plan that incorporates the environmental scan, practical vision, values and goals, prioritized internal strategies and investments, and implementation plan (including sequence of events and roles/responsibilities) 	35
E. Finalize deliverables <ul style="list-style-type: none"> • Revise draft working session agendas (3) based on SPC and client feedback 	30

Activities	Hours
<ul style="list-style-type: none"> Revise OTAT internal values, goals, strategies, and investments based on SPC and client feedback Revise strategic plan (including implementation plan) based on SPC and client feedback 	
Subtotal	320
Project management, including client communication (18%)	58
Total Phase 2 hours	378
Total Phase 2 costs: (378 hours times \$140)	\$ 52,920
GRAND TOTAL HOURS: (266 hours plus 378 hours)	644
GRAND TOTAL COSTS: (644 hours times \$140)	\$90,160

Documentation

MAD would provide the draft and final memo, final session agendas, practical vision statement, and internal OTAT strategic plan and associated appendices in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Victoria Nill. The MAD project lead would be Abra Pollock; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would provide timely access to information and staff necessary to complete the work within the anticipated time period. In particular, the client would be responsible for:

- Identifying relevant reference documents for the environmental scan, and providing access to any of these documents that are not publicly available
- Along with other OTAT leaders and supervisors, suggesting members of the SPC and sending invitations (drafted by MAD) to these individuals to join the committee
- Ensuring that SPC members are available to participate in committee activities
- Ensuring that staff are available to participate in working sessions and workshops

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final memo and strategic plan would be public. Data on individuals (such as provided by staff during working sessions) is private data. The client would not have access to any data that identifies individuals.

Billing and Cost Calculations

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

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-170

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation- Office of Transit and Active Transportation**, has an interagency agreement identified as **2019-170 (Contract: 156131, Order: 30000469316)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective April 26, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~March 13, 2020~~ April 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Randa E. Rayppa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Feb 6, 2020</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-170

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation- Office of Transit and Active Transportation**, has an interagency agreement identified as **2019-170 (Contract: 156131, Order: 30000469316)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective April 26, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~April 30, 2020~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-170

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation- Office of Transit and Active Transportation**, has an interagency agreement identified as **2019-170 (Contract: 156131, Order: 30000469316)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective April 26, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2020~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

ORIGINAL

MnDOT Contract No. 1034259



Grant Agreement

Page 1 of 3

Minnesota Department of Public Safety ("State") Office of Traffic Safety Suite 1620 445 Minnesota Street St. Paul, MN 55101	Grant Program: 2019 Crash Report Analysis Project No.: 19-05-07 Grant Agreement #: A-CRASH19-2019-MNDOT-005
Grantee: MN Department of Transportation/ Office of Traffic, Safety and Technology 1500 W. County Road B2 Roseville, MN 55113	Grant Agreement Term: Effective Date: 4/16/2019 Expiration Date: 9/30/2020
Grantee's Authorized Representative: Brad Estochen / bradley.estochen@state.mn.us 651-234-7011 Office of Traffic, Safety and Technology 1500 W. County Road B2 Roseville, MN 55113	Grant Agreement Amount: Original Agreement \$ 280,383.00 Matching Requirement \$ 0.00
State's Authorized Representative: Shannon Ryder / shannon.ryder@state.mn.us 651-201-7082 Suite 1620, 445 Minnesota Street St. Paul, MN 55101	Federal Funding: CFDA 20.616 FAIN: 18X920405cMN17 State Funding: None Special Conditions: Yes; see page 3

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement.

Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2019 Crash Report Analysis Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street 1620; St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2019 Crash Report Analysis Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Agreement

MnDOT Contract No. 1034259

Page 2 of 3

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: Gail Folks
Date: 6/10/19

Grant Agreement No. A-CRASH19-2019-MNDOT-005
PO No. 3000059320

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: Brian Sorenson
Print Name: Brian Sorenson
Title: OTE Office Director
Date: 5/9/19

Signed: Christopher Roy
Print Name: Christopher Roy
Title: Assistant Division Director
Date: 6-3-19

3. STATE AGENCY DEPARTMENT OF PUBLIC SAFETY

Signed: Holly Folks
Title: Director
Date: 6-7-2019

4. MnDOT OFM - Grants Management

Signed: Holly Digitally signed
Title: Folks by Holly Folks
Date: 2019.06.03
13:04:02 -05'00'

5. MnDOT Contract Management

Signed: Myron Bunker
Title: Contract Mgmt. Supr.
Date: 6/3/2019

Distribution: DPS/TAS
Grantee
State's Authorized Representative



Special conditions

1. Time limitations on funding use:

150,000.00 is available from April 16, 2019 through September 30, 2019

130,383.00 is available from October 1, 2019 through September 30, 2020. It is only available to the Grantee to spend upon receipt of funding approval from the National Highway Traffic Safety Administration.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

MnDOT Contract No. 1034259

Application: A-CRASH19-2019-MNDOT-005

Budget Item Program Component: FFY19

~~Budget Category: Contract Services~~

Budget Description: Minnesota Crash Records Audit

The crash records audit project is a comparative audit of the crash data records collected by the legacy crash reporting system and the new MNCrash reporting system. The project will enhance the power of crash data to maximize crash countermeasures and other efforts to minimize serious injury and fatal crashes while improving the user experience for law enforcement officers.

Award Match

Budget Item Program Component Total:

\$270,383.00 \$

~~Budget Category: Travel~~

Budget Description: Minnesota Crash Records Audit Travel

Attendance at the Traffic Records Forum in 2019 & 2020.

Award Match

Budget Item Program Component Total:

Total:

\$ 10,000.00 \$ 0.00
\$280,383.00 \$ 0.00

2019 NHTSA Funding RFP - Crash Record Analysis

Organization: Transportation, Department of (MNDOT)

Revised - EXHIBIT A
A-CRASH19-2019-MNDOT-005

Budget Summary

FFY19			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Minnesota Crash Records Audit	\$270,383.00	\$0.00	
Total	\$270,383.00	\$0.00	
Travel			
Minnesota Crash Records Audit Travel	\$10,000.00	\$0.00	
Total	\$10,000.00	\$0.00	
Total	\$280,383.00	\$0.00	
FFY20			
Budget Category	State Reimbursement	Local Match	
Total	\$0.00	\$0.00	
Total	\$280,383.00	\$0.00	

STATE OF MINNESOTA
INTERAGENCY PARTNERSHIP CONTRACT
Between
DEPARTMENT OF TRANSPORTATION
And
DEPARTMENT OF PUBLIC SAFETY
For
USE OF SPACE

This contract is between the Minnesota Department of Transportation (MnDOT) and the Minnesota Department of Public Safety (DPS), State Patrol Division (MSP.)

BACKGROUND RECITALS

1. Under Minnesota State Section 471.59, subdivision 10, MnDOT and DPS are empowered to enter into interagency contracts; and
2. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into contracts with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
3. Under Minnesota State Statute 299D.01, Subd. 8, Quarters, and 299D.03, Subd. 6 (in part).....lands and building for training programs...., MnDOT is required to provide space for the State Patrol, and DPS has agreed to pay for such space; and
4. A contract that can be regularly updated is an efficient means to administer the State Patrol's use of MnDOT space; and
5. Both parties are willing to enter this contract.

Notes

Regional Transportation Management Center (RTMC) and Southern Regional Communications Center (SRCC) facilities:

This contract does not currently (July 1, 2019) cover two facilities shared by MnDOT and DPS: RTMC at the Waters' Edge facility in Roseville and SRCC facility in Rochester. These two facilities offer unique collaboration challenges. Additional consideration of these facilities will be incorporated into this Contract by a supplemental contract as necessary.

Abandoned DPS dispatch space:

This contract does not currently (July 1, 2019) cover abandoned DPS dispatch space formally housed in MnDOT facilities. Such space, formally known as Transportation Operations Communications Center (TOCC), has been forfeited by DPS. However, because some of this space is uniquely situated in the facility, discussion as to space use may be permitted on a case-by-case basis at the district level (MSP and MnDOT) with approval by MPS Central Headquarters and MnDOT Central Office. Once resolution has been reached in these unique situations, the Use of Space Contract document shall be reviewed to incorporate any space related contracts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CONTRACT

1. Term of Contract; Attachment

- 1.1. *Effective date:* July 1, 2019, or the date all required signatures have been obtained under Minnesota Statute Section 16C.05, subdivision 2, whichever is later.
- 1.2. For payment purposes use of space costs will begin accruing and will be paid from the effective date of July 1, 2019.
- 1.3. *Expiration date:* June 30, 2021, or until terminated, whichever occurs first.
- 1.4. *Attachment A:* Attachment A can be viewed using the State of Minnesota's Real Property Database system. The application used is Archibus, the website is <https://realprop.admin.state.mn.us/archibus>. This website can be reached using any computer on the State's intranet. The log-on credentials to be used by MSP are username: DPS.SPACE; password: "Patrol4!" This will display a website that contains all of the drawings available for the space that is occupied by MSP. Also displayed is a document accessible in Pdf format that contains summary information, definitions of the categories of space, standards used for measuring, and instructions on how to use the website.

2. Authorized Representatives

- 2.1. MnDOT's authorized representative for purposes of administering this contract is Tiffany Dagon, Building Services Director, Office of Maintenance, 395 John Ireland Blvd, MS 715, 651-366-3573, tiffany.dagon@state.mn.us or her successor.
- 2.2. DPS' authorized representative for purposes of administering this contract is Major Christopher Erickson, 445 Minnesota St, Suite 130, 651-201-7145, christpher.erickson@state.mn.us or his successor.

3. Space Use Attachment

- 3.1. Attachment A ("Attachment"), which is attached and incorporated into this contract by reference, lists each MnDOT district, location, space (square footage), who occupies space, space type, historical rental rate, and space charged for and not charged for by MnDOT. Additionally this Attachment will define space types and measurement standards.
- 3.2. The authorized representatives to this contract shall meet at least 60 days prior to the end of each state fiscal year to review and update the Attachment for the upcoming fiscal year; and if necessary amend the Attachment.
- 3.3. The Attachment shall be updated annually, if needed, and approved in writing and shall not be effective until amendments are executed and approved by the same parties who executed and approved this original contract, or their successors in the office. **Changes to the Attachment or this contract shall require an amendment to this contract.**
- 3.4. Rates for the biennium of this contract may not be increased. Should rates need to be increased for future bienniums of this contract, negotiation of rates shall be completed and agreed upon by MnDOT and DPS prior to May 20 of the odd numbered calendar year proceeding the new biennium. Should this date pass without a contract, an amendment is required to extend the current contract to a date certain at the rate of the current contract.
- 3.5. A reduction or increase in the square footage identified in 3.1 shall necessitate an amendment to the contract approved by both parties noting the change and the subsequent decrease or increase in cost for the space
- 3.6. Cost for using classrooms and/or DPS non-exclusive space, either at the MnDOT Training Center in Arden Hills or in other MnDOT facilities, are not included in this contract, and shall be handled separately following MnDOT standard procedures and paid for by DPS using a purchase order.
- 3.7. Both parties agree that space occupied and used by DPS in weigh stations, state rest areas, and travel information centers shall not require compensation to MnDOT.
- 3.8. MnDOT will provide custodial services to MSP space in MnDOT Truck station or weigh scale buildings

that are located in non-headquarter locations (typically locations other than the A/B district headquarter buildings).

4. General MnDOT Responsibilities

- 4.1. MnDOT shall provide MSP with space needed in district offices, weigh stations, rest areas and travel information centers, as set forth in 3.1, to perform its functions.
- 4.2. The space provided may be designated office space, heated storage, cold storage, yard storage, secured yard storage, parking space, or for other uses specified in the Attachment. .
- 4.3. Each MnDOT district office shall have a Facility Manager as a contact person for respective building-related work and concerns. This information shall be shared with DPS at the MnDOT District level.

5. General DPS Responsibilities

- 5.1. DPS provides various services including but not limited to -- inspection and enforcement duties relative to commercial vehicle weights, law enforcement and security presence at MnDOT owned facilities occupied by DPS, and, with the exception of MnDOT Metro District, statewide dispatch service for MnDOT.
- 5.2. DPS agrees to designate a key contact person who shall be responsible for coordinating with MnDOT's District Facilities Manager to include but not limited to building surveys, building postings, construction/renovation projects, recycling, reuse and sustainability issues, which occur within the premises, and to communicate with MnDOT on postings of work which may affect the building tenants or building operations. This information shall be shared with MnDOT at the MnDOT District level.
- 5.3. Adhere to MnDOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.

6. Acknowledgements

- 6.1. Both parties acknowledge that DPS may use, on occasion, MnDOT areas inside the facility to do vehicle searches, inspections, and other law enforcement actions that may arise. Such use shall be requested from and coordinated with the Facility Manager prior to use.
- 6.2. Both parties acknowledge that on occasion, DPS will utilize MnDOT wash bays to clean DPS vehicles. When finished with its use, DPS will return the wash bay to its original condition as found, prior to use.
- 6.3. MnDOT shall be compensated for any damage or staff overtime resulting from the uses described in 6.1 and 6.2.

7. Appeal Process

- 7.1. Either party may appeal a decision or action under this contract. The initial appeal is to the MnDOT district engineer and corresponding DPS captain responsible for the location. If the issue cannot be resolved at that level, it may be addressed by the two authorized representatives identified in Section 2 of this contract. A final appeal may be made to the Partnering Executive Group consisting of the Lieutenant Colonel of DPS and the Assistant Commissioner of the Operations Division for MnDOT. They shall jointly agree to a resolution of the dispute. If the two agencies cannot agree on a decision, they may jointly seek a third-party mediation to resolve the dispute. Each party will be responsible for its own costs, if any, related to procuring the mediation service. The mediated decision shall be final.

8. Method of determining square footage for use of space

- 8.1. The Minnesota Space Measurement Standards (Attachment A) shall be used to determine square footage.
- 8.2. MnDOT shall also provide DPS with a breakdown of MnDOT's determined square footage for space used by DPS in each facility.

9. Terms of Payment

- 9.1. As rent for MnDOT space described in Attachment A to this contract, DPS shall pay MnDOT based on annual costs stated below:

\$841,974.05: For 7/1/2019 through 6/30/2020

\$850,393.79: For 7/1/2020 through 6/30/2021 (1% increase)

- 9.2. DPS shall pay to MnDOT an annual fee for the use of space, specified in Attachment A in quarterly payments due on the last day of September, December, March, and June of each fiscal year of this contract.
- 9.3. Note: Quarterly payments to MnDOT and the total annual amount for each state fiscal year of this contract are adjustable to actual DPS occupancy dates of space, and shall require an amendment to this contract.
- 9.4. DPS shall make payments, referencing MnDOT contract number, directly to MnDOT, using MnDOT's vendor #20036102300; directing payment to the:
Minnesota Department of Transportation
Accounting and Finance Section, MS 215
395 John Ireland Blvd.
St. Paul, MN 55155

10. Liability

- 10.1. Each party is solely responsible for its own employees for any worker's compensation claims. An employee of one party shall not be considered an employee of the other party for any purpose.
- 10.2. Each party is solely responsible for its own acts or omissions associated with the use of space administered by the contract. The liability of the MnDOT and DPS is governed by Minnesota State Statute 3.736.

11. Audit

- 11.1. Under Minnesota Statutes 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of MnDOT and DPS relevant to this contract are subject to examination by MnDOT, DPS and/or the Legislative Auditor for a minimum of six years from the end of this contract.

12. Termination

- 12.1. This contract may be terminated by either party, with cause, with 90 days written notice to the other party. Upon termination, MnDOT shall be entitled to payment, determined on a pro rate basis, for services provided. DPS shall not be obligated to pay for any services provided after the effective date of termination.
- 12.2. DPS agrees that at the termination of this contract by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the premises to MnDOT in as good condition as when DPS took possession, ordinary wear and damage by the elements excepted. Alternations or fixtures attached to the premises shall remain part thereof and shall not be removed unless MnDOT elects to permit removal.

13. Assignment and Amendments

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

ADDITIONAL PROVISIONS IN AGREEMENT

Utility Services - Heating/ Cooling/Water /Sewage

14. MnDOT responsibilities

- 14.1. MnDOT shall provide utilities including heat, cooling, water and sewer, but excluding telephone, television, fax, Internet/Wi-Fi, and other communication services.

Heating and Cooling

- 14.2. The premises identified in Attachment A shall be served by heating and cooling facilities of a sufficient design capacity to maintain the premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by DPS of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the premises. MnDOT shall provide DPS with written instructions defining said optimal use.
- 14.3. For purposes hereof, the acceptable space temperature settings for various space identified in contract are as follows:
- a. Heating temperatures shall be set at the following maximum temperatures during normal working hours:
 - i. 72°F for all occupied areas.
 - ii. Temperature settings for all the above referenced space shall be lowered to 60°F to 62°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
 - iii. 55°F to 60°F for all unoccupied spaces.
 - b. Cooling temperatures shall be set at the following minimum temperatures during normal working hours:
 - i. 75°F for all occupied areas.
 - ii. Temperature settings for all the above referenced space shall be increased to 85°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
 - c. Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

Ventilation

- 14.4. Air filters shall be replaced by MnDOT as required by the application and the needs of the system. Unless established to the contrary through interagency contract, air- handling systems shall operate as required to maintain occupied space temperatures.

Electrical

- 14.5. MnDOT shall provide the premises identified in contract with electrical facilities of a design capacity sufficient to maintain the premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this contract at the discretion of MnDOT. DPS-owned equipment, purchased and installed by DPS, or purchased and installed on behalf of DPS through a major construction or renovation project and/or DPS's need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of DPS at DPS's cost. All DPS equipment installation is to be approved in accordance with the provisions of this contract with MnDOT to ensure proper installation and power equipment.
- a. MnDOT shall provide electrical power for DPS. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and MnDOT cannot guarantee continuous availability. If DPS has a need for continuous, uninterruptible, or specific power quality needs, it shall be DPS's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment shall be approved by MnDOT.
 - b. MnDOT is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and shall be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions shall vary between buildings due to the size of the building and the amount of equipment within the building. In coordination with

DPS and where practical, MnDOT shall strive to not disrupt DPS activities. If needed, MnDOT may schedule work during "off hours," nights and weekends in an effort to minimize disruption to DPS activities at the same time working within the limitations of available manpower and available equipment.

In the event of an emergency situation MnDOT reserves the right to interrupt electrical services as required during normal business hours.

- c. For non-scheduled power outages, every effort shall be made by MnDOT to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

Use of Space

15. DPS Responsibilities

- 15.1. DPS agrees not to use the premises in this contract in any way which, in the judgment and discretion of MnDOT, poses a hazard to building occupants, the premises or the building in part or whole, nor shall DPS use the premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.
- 15.2. DPS agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of MnDOT as storage areas. DPS agrees to consider all common areas in the buildings not located within the premises identified in contract including entrances, lobbies, stairwells and landings as public common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules, Chapter 1235.0100 through Chapter 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space shall apply for the use of such space.
- 15.3. DPS agrees to consider conference rooms not identified as part of the premises in contract and under the custodial control of MnDOT, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by DPS, DPS's staff or private vendor(s) for solicitation or sales. When scheduling conference rooms, DPS agrees to use the MnDOT scheduling tool or calendar, where available.
- 15.4. DPS shall be responsible for maintaining all non-perimeter security devices or sensors on the premises (including panic devices, call boxes, and cameras) installed at their request and for the sole purpose of DPS use. Where applicable, the response protocol for security devices and alarm activation shall be determined at the district level.

Regional Contacts and Communication

16. Both MnDOT and DPS

- 16.1. Each MnDOT District office shall have designated contacts as identified in Sections 4 and 5 of this contract.
 - a. MnDOT's Facility Manager shall coordinate with DPS's key contact person on any work scheduled in a building which could affect building operations.
 - b. MnDOT shall provide notice of these events and DPS shall provide communication to tenants. Reasonable coordination efforts shall be made by MnDOT with DPS's key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.

Process and Specific Responsibilities for Major Construction or Renovation at Facilities

17. Modifications to the condition of the space

- 17.1. MnDOT shall contact DPS prior to initiating any work that will modify the condition of the physical and/or operational characteristics of the premises identified in contract. Where plans are required, plans shall be reviewed by DPS or their designee. Implementation of the work shall be performed either by:
 - a. Qualified MnDOT staff, or

- b. Licensed contractor, as authorized by MnDOT, under contract with MnDOT, Said contractor shall follow all applicable codes and licensure requirements.
- 17.2. MnDOT shall include DPS in the scoping process of modifications to the space.
- 17.3. DPS shall contact MnDOT to initiate any work that will affect the physical and/or operational characteristics of the premises in contract. Such work may include but not be limited to: construction, remodeling, renovation, painting, modular furniture, security systems and communication/data cabling.
- 17.4. Process to be followed includes:
- DPS/MSP provides scope of work to the MnDOT District, or directly to the Building Services Section (BSS) for non-district facilities.
- MnDOT District approves and submits scope of work to the BSS in the Office of Maintenance, to determine estimated project cost.
- When required, an application shall be submitted to the Division of Labor and Industry (DOLI) for review.
- b. Projects \$50,000 in value or less.
 - i. Consideration for project funding will be held at the MnDOT District/MSP District level.
 - ii. MnDOT District performs work or hires contractor through local purchasing agent.
 - iii. If the project does not require a plan, the District will only notify BSS prior to commencing work.
 - iv. Projects requiring plans and specifications will be submitted by the District to BSS as a District priority project.
 - v. BSS will schedule the project design based on fiscal year of funding and staff resources, similar to other District priority projects. BSS will provide completed documents to the District to move forward with bidding process.
 - c. Projects greater than \$50,000 but less than \$1.5 million
 - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/MSP and MnDOT that can make financial commitments for their agency).
 - 1. Standard submittal package to include:
 - (a) Project scope
 - (b) Project estimated duration (concept to close out)
 - (c) Preliminary construction estimate (current year)
 - (d) BSS project management/program delivery costs for consultant or in house design and construction administration.
 - ii. Executive Board determines:
 - 1. If the project moves forward.
 - 2. BSS program delivery funding (including funding year)
 - 3. Project construction funding sources (including funding strings and year)
 - d. Projects greater than \$1.5 million
 - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/MSP and MnDOT that can make financial commitments for their agency).
 - 1. Standard submittal package to include:
 - (a) Project scope
 - (b) Project estimated duration (concept to close out)

- (c) Preliminary construction estimate (current year)
 - (d) BSS project management/program delivery costs for consultant or in house design and construction administration.
 - (e) Time, costs and steps needed to work through the State Designer Selection Board (SDSB). The SDSB considers projects with an estimated cost greater than \$2M or a planning project with estimated fees greater than \$200,000.
- ii. Executive Board determines:
 - 1. If the project moves forward
 - 2. Which Agency will make the funding request to the Legislature
 - 3. BSS program delivery funding (based on MnDOT's involvement).

Specific Responsibilities for Maintenance, and Minor Construction, Renovation, and Remodeling of Facilities

18. MnDOT Responsibilities

Maintenance, Construction, Remodeling and Renovation Work

- 18.1. MnDOT shall inform DPS in writing, of maintenance, construction, and remodeling or renovation work being initiated or coordinated by MnDOT in the premises identified in contract or building. All work shall be in accordance with the Governor's Environmental Sustainability directives.

Carpet Replacement

- 18.2. MnDOT shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Unsafe carpet shall be repaired or replaced at discretion of MnDOT. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed shall be determined by MnDOT. Selection by DPS shall be made from MnDOT sample selections. If DPS desires to replace carpet prior to it reaching its life cycle, MnDOT shall contract, install and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability and uniformity.

Interior Decoration

- 18.3. MnDOT shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum life cycle of seven (7) years under normal use. Selection shall be made by DPS from MnDOT sample selections. If DPS desires a different type of wall treatment or a different quality of paint, MnDOT shall contract and invoice DPS for the difference in cost. If DPS desires painting prior to the paint reaching its life cycle, MnDOT shall contract, do the work and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability, and uniformity

Window Treatments

- 18.4. MnDOT shall repair or replace exterior, perimeter window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum life cycle of fifteen (15) years. The determination is to be made at the discretion of MnDOT. Exterior window treatments shall be selected from the State Contract. If DPS chooses to select a different exterior window treatment that is not under State Contract, DPS shall pay-the portion above the-State Contract rate... If DPS desires to replace an exterior window treatment prior to it reaching its life cycle, MnDOT shall contract and invoice DPS. Colors, quality selection, and type shall be approved in writing by MnDOT to ensure durability, maintainability, and uniformity. Replacement of any interior window treatments shall be the responsibility of DPS and any related costs shall be borne by DPS.

Ceiling Tiles

- 18.5. MnDOT shall re place damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of MnDOT.

Mechanical/Operating Systems and Equipment Repair/Replacement Services

- 18.6. MnDOT shall provide engineering, preventative maintenance, maintenance, repair and replacement services on mechanical/operating systems and equipment within the building that are MnDOT-owned and under MnDOT's custodial control.

Grounds Maintenance Services

- 18.7. MnDOT shall maintain all entrances, sidewalks and grounds on an as needed basis to ensure safe access and egress. This shall include the following:
- a. Snow and ice removal during normal business hours
 - b. Snow and ice removal to allow for building access for parking needs during off- hours, as able
 - c. Exterior maintenance of turf, shrubs, trees and plants.

Security Services

- 18.8. In cooperation with DPS/MSP, MnDOT shall maintain existing building perimeter security devices such as locks, lighting, access control devices and other security devices.

Signage

- 18.9. MnDOT shall provide for directory signage located in the public spaces. The quantity and location of directory signage shall be at MnDOT's discretion.

19. DPS responsibilities

- 19.1. DPS agrees to inform the MnDOT District Facility Manager in advance of any issues regarding maintenance, construction, renovation, and remodeling. Work shall not proceed until approved in writing by MnDOT
- 19.2. If an issue is not resolved appropriately, DPS may use the appeal process identified in Section 7 of this contract.
- 19.3. Identification in this contract of space for DPS within MnDOT facilities is the responsibility of MnDOT, and shall not be changed by DPS. If DPS contracts for signage with a private vendor, selection shall be coordinated through and approved by MnDOT to ensure appropriate signage and accessible specifications and standards have been met. DPS shall pay for the cost of this signage.

Custodial Services**20. MnDOT Responsibilities**

The following custodial effort and frequency is the basic level of service provided by

MnDOT; however, it is understood that deviation from this schedule may occur based on available resources and/or extenuating circumstances.

- 20.1. In general, MnDOT shall provide the same level of cleaning for DPS that will be provided for MnDOT employees and their space. This cleaning shall be conducted during the normal work week, Monday through Friday.
- 20.2. Daily cleaning
- a. Clean/sanitize restrooms, showers and locker rooms. To include all fixtures, containers, benches, doors and floors. Restock supplies.
 - b. Clean & mop all hard floors in entrances, lobbies, elevators, stairwells, halls and offices.
 - c. Vacuum carpet in high traffic areas.
 - d. Empty all trash containers and take out material marked as trash.
 - e. Clean and sanitize commons areas to include hand rails, door knobs/pulls/push plates, water fountains, light switches, inside elevators, lunchroom floors, tables, counters/sinks, payphones/directories, and etcetera.
 - f. Spot clean ceiling, walls, floors, doors, windows, furniture and equipment as needed.

- 20.3. Weekly cleaning
 - a. Vacuum carpet in all areas, spot clean as needed. Sweep and mop all stair risers.
 - b. Dust common areas.
 - c. Buff/burnish hard floors, refinish as needed.
- 20.4. Semi-annual cleaning
 - a. Clean HVAC supply and return grills.
 - b. Wash windows in/out.
- 20.5. Annual cleaning
 - a. Shampoo carpets.

21. DPS Responsibilities

- 21.1. DPS shall be responsible for custodial services at DPS designated space at travel information centers and rest areas.
- 21.2. DPS shall be responsible for custodial services at weigh stations not identified in Attachment A

Recycling, Energy Efficiency and Sustainability

22. MnDOT responsibilities

- 22.1. Minnesota believes in the value of recycling and MnDOT shall provide recycling service at each location.

23. DPS responsibilities

- 23.1. DPS agrees to observe reasonable precautions to prevent waste and conserve energy and natural resources by use of settings as determined by MnDOT for thermostats, vents, appliances, lights and climate control devices such as window treatments. DPS agrees to follow all Governor, MnDOT, or District policy regarding energy use. MnDOT may provide DPS with instructions defining said optimal use.
- 23.2. DPS is responsible for all of their confidential recycling.

Insurance and Fire Suppression

24. MnDOT responsibilities

- 24.1. MnDOT insures the building structures only, each party is responsible for its own fixtures, equipment, computers, radios, personal property, and other contents in any building.
- 24.2. MnDOT shall provide preventive maintenance, repair and replacement and annual testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements within the buildings that are MnDOT owned.

Liability and Personal Property

25. DPS Responsibilities

- 25.1. DPS is responsible for agency owned equipment and office furniture. Disposal shall be at DPS's expense.
- 25.2. All DPS owned and furnished equipment shall be DPS's responsibility to maintain, repair and inspect. DPS to be responsible for any cost of repairs to the building and building components resulting from DPS owned equipment failure.
- 25.3. UL certified appliances such as, but not limited to toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by MnDOT.
- 25.4. DPS shall be responsible for all costs related to environmental and/or other clean-up costs caused by DPS activities or functions. This includes clean up caused by, but not limited to, interior or exterior storage of state owned vehicles, confiscated vehicles, batteries, drugs and equipment on MnDOT property or any pollutant, contaminant, or hazardous substance brought onto, stored, or disposed of on MnDOT property. No pollutant, contaminant, or hazardous substance will be introduced into

MnDOT's waste stream without express written (email or otherwise) consent of MnDOT's District Facilities Manager.

- 25.5. DPS is responsible for the clean-up and related costs for any damage done to MnDOT furnishings, equipment and MnDOT employee personal property arising from DPS's misuse or neglect of the provisions in this contract.

26. MnDOT Responsibilities

- 26.1. MnDOT is responsible for the clean-up and related costs for any damage done to DPS furnishings, equipment and DPS employee personal property arising from MnDOT's misuse or neglect of the provisions in this contract. MnDOT will follow established MnDOT practices and processes for storing, handling, and disposing of pollutants, contaminants, and hazardous substances.

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MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Approved _____
By: _____
Title: _____
Date: 5/21/2020

DocuSigned by:
Rochelle Schrofer
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MINNESOTA DEPARTMENT OF TRANSPORTATION

Approved _____
By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

By: _____
Date: 5/21/2020
SWIFT Contract No. _____
Purchase Order ID No. _____

DocuSigned by:
Susan K. Lee
09C0E1118AFD4C5...

MNDOT CONTRACT MANAGEMENT

By: _____
Date: _____

Minnesota Space Measurement Standards**USABLE SQUARE FEET**

1. Definition The Leased Premises is defined as the total usable square feet exclusively occupied by LESSEE and is the basis for calculation of rent payable hereunder.
2. Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
3. Exclusions and Deductions Excluded from the usable square feet measurement are:
 - a. vertical shafts,
 - b. elevators,
 - c. stairwells,
 - d. dock areas,
 - e. mechanical, utility and janitor rooms,
 - f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants; '
 - g. each and every column and/or pilaster within the Leased Premises of four (4) square feet or more; and
 - h. each and every column and/or pilaster attached to the exterior or demising wall within the Leased Premises.

Space Measurement Standards for Non-Office Type Space

Yard Space

1. Any area fenced in for the sole use by MSP will be considered as usable space. This space should be measured from the inside post at each corner of the area. The opposing side measurements will be averaged, the resulting values will be multiplied by each other and the result will be the square footage of the fenced in area. If the area is not a rectangle or square, the area may need to be surveyed to get the proper area.
2. For non-fenced areas used by MSP the area to be used for the contract will be an area mutually agreed to by MnDOT and MSP. The area to be used will be marked out on a site plan in the approximate location to be used and will be kept on record in the BSS office.

Parking Spaces

1. Outdoor parking stalls designated and signed as MSP only will be assigned an area of 210 sq. ft. per space.
2. Indoor parking stalls used by MSP will be assigned an area of 180 sq. ft.

Miscellaneous Storage Space

1. Any storage space within a MnDOT building will be measured on the drawing for that building. These measurements will be done following as close as possible the Department of Administration guidelines for usable square feet, realizing that they were developed for office type space. These storage space sizes should be mutually agreed to by MnDOT and MSP.

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.		Charged	Not Charged
District 1					
Duluth HQ - T7910090221					
Office Space	MSP2700	4,029	Includes Old dispatch space of 660 sq. ft./ Reduced space of 4286 by 257 sq. ft. with removal of lunch/conference room Revised 12/6/2013.	3,369	660
Heated Storage	MSP2700	720	Incr. from 540 12/6/2013(4 Parking spaces)	720	
Cold storage	MSP2700				
Yard Storage	MSP2700				
Secured Yard Storage	MSP2700	39,108		39,108	
Parking Space	MSP2700	11			11
Virginia HQ - T7915090123					
Office Space	MSP3100	4,796	Includes Old dispatch space of 1522 sq. ft. figures revised upward by 9sq ft to reflect Archibus figures.	3,274	1,522
Heated Storage					
Cold storage					
Yard Storage	MSP3100	11,000		11,000	
Secured Yard Storage					
Parking Space	MSP3100	14			14
Carlton S.B. 35 - T7910090284					
Office Space	MSP2700	352		352	
Office Space	CV4750	459	Rest of building 374 sq. ft. restrooms and mechanical		459
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Thompson Hill Patrol Building - T7910092141					
Office Space	MSP2700	1,561			1,561
Heated Storage	MSP2700	983	attached garage		983
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2700	3			3
Saginaw Scale - T7910092125					
Office Space	CV4750	866	Changed from 844 to match Archibus drawing total 1/24/14		866
Heated Storage	CV4750	818	Changed from 801 to match Archibus drawing total 1/24/14		818
Cold storage - T7910090216	CV4750	175			175
Cold storage - T7910090216	MSP2700	384	Garage- T7910090216		384
Yard Storage					
Secured Yard Storage					
Parking Space					
Kettle River Rest Area - T7910095105					
Office Space	MSP2700	132			132
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
General Andrews Rest Area - T7910095106					
Office Space	MSP2700	132			132
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2700/MSP3100	11,002	MSP2700 - 6206 MSP3100 - 4796	6,995	4,007
Heated Storage	MSP2700	1,703		720	983
Cold storage	MSP2700	384			384
Yard Storage	MSP3100	11,000		11,000	
Secured Yard Storage	MSP2700	39,108		39,108	
Parking Space	MSP2700/MSP3100	28	MSP2700 - 14 MSP3100 - 14		28
Office Space	CV4750	1,325			1,325
Heated Storage	CV4750	818			818
Cold storage	CV4750	175			175
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 2					
Bemidji HQ - T7920090330					
Office Space	MSP3200	375		375	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP3200	2			2
Thief River Falls TS - T7920090533					
Office Space	MSP3200	3,280		3280	
Heated Storage	MSP3200	1,571		1571	
Cold storage					
Yard Storage	MSP3200	22,500		22500	
Secured Yard Storage					
Parking Space					
Ada TS - T7920090517					
Office Space	MSP3200	141		141	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Bagley TS - T7920090317					
Office Space	MSP3200	412			412
Heated Storage	MSP3200	1,471	No charge per an agreement		1471
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Hallock TS - T7920090516					
Office Space	MSP3200	142		142	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Roseau TS - T7920090536					
Office Space					
Heated Storage	MSP3200	100	Approx. - no charge		100
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Erskine Scale - T7925092042					
Office Space	CV4770	1,266	Lowered from 1278 to match Archibus figure		1266
Heated Storage	CV4770	938	Raised from 935 to match Archibus		938
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP3200	4,350		3938	412
Heated Storage	MSP3200	3,042	Minus 1571 sq. ft. no charge per agreements	1571	1571
Yard Storage	MSP3200	22,500		22500	
Parking Space	MSP3200	2			2
Office Space	CV4770	1,266			1266
Heated Storage	CV4770	938			938

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 3A					
Baxter HQ - T7930090443					
Office Space	MSP2800	4,095	Revised from 5107 sq ft 12/3/2013	4095	
Heated Storage	MSP2800	491	Garage area in HQ Building	491	
Cold storage - T7930090451	MSP2800	980	Building #90451	980	
Yard Storage	MSP2800	2,000		2000	
Secured Yard Storage					
Parking Space	MSP2800	10			10
Area of Patrol Lot	MSP2800	19418			19418
Wadena TS - T7930090450					
Office Space	MSP2900	152		152	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Brainerd Lakes Welcome Center - T7930095312					
Office Space	MSP2800	345			345
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2900/MSP2800	4,592	MSP2800 - 4440 MSP2900 - 152	4247	345
Heated Storage	MSP2800	491		491	
Cold storage	MSP2800	980		980	
Yard Storage	MSP2800	2,000		2000	
Secured Yard Storage					
Parking Space	MSP2800	10			10
Area of Patrol Lot	MSP2800	19418			19418

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 3B					
St Coud HQ - T7935090735					
Office Space	MSP2600	6,502	Old dispatch space of 1192 sq. ft. is not included. Revised down from 5423 to 5310 from archibus actual 12/27/2013	5,310	1,192
Heated Storage					
Cold storage	MSP2600	4,183	#90775 - 2684 sq. ft. and #90786(DNR) - 1288 sq. ft. #90787 Patrol Post Building - 211 sq. ft.	4,183	
Yard Storage	MSP2600	16,010		16,010	
Secured Yard Storage	MSP2600	10,090		10,090	
Parking Space					
Buffalo TS - T7935090753					
Office Space					
Heated Storage	MSP2600	172	On mezzanine. No charge by agreement??		172
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Monticello TS - T7935090742					
Office Space					
Heated Storage					
Cold storage					
Yard Storage	MSP2600	540	Proposed Command Vehichle Parking		540
Secured Yard Storage					
Parking Space	MSP2600	1			1
Central Minnesota TIC - T7935095360					
Office Space	MSP2600	99			99
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Enfield Rest Area - T7935095354					
Office Space	MSP2600	121			121
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Sauk Centre TS - T7935090772					
Office Space	MSP2600	121		121	
Heated Storage	MSP2600	170		170	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2600	1			1
Totals					
Office Space	MSP2600	6,843		5,431	1,412
Heated Storage	MSP2600	342		170	172
Cold storage	MSP2600	4,183		4,183	
Yard Storage	MSP2600	16,550		16,010	540
Secured Yard Storage	MSP2600	10,090		10,090	
Parking Space	MSP2600	2			2

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 4					
Detroit Lakes HQ - T7940090616					
Office Space	MSP2900	5,598	Includes Old dispatch space of 1244 sq. ft. Revised old dispatch space to 1239 and patrol space to 4359 for a total of 5598. 12/31/2013	4359	1239
Heated Storage	MSP2900	1,578	2 rooms totaling 2034 sq. ft. shared with MnDOT 50/50, Patrols portion of the 2 rooms is 1017 sq. ft. Patrol also has a room of 561 sq. ft. Their total of Heated storage is 1578 sq. ft.	1578	
Cold storage - T7940090638	MSP2900	300	Bldg. #90638	300	
Yard Storage	MSP2900	7,500		7500	
Secured Yard Storage					
Parking Space					
Morris HQ - T7945090820					
Office Space	MSP2600	114		114	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Alexandria TS - T7945090818					
Office Space	MSP2900	216	On mezzanine	216	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Fergus Falls TS - T7940090615					
Office Space	MSP2900	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Red River Weigh Scale - T7940092054					
Office Space	CV4760	2,501			2501
Heated Storage	CV4760	2,145			2145
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2900/MSP2600	6,112	MSP2600 - 114 MSP2900 - 4759	4873	1239
Heated Storage	SP	1,578		1578	
Cold storage	SP	300		300	
Yard Storage	SP	7,500		7500	
Secured Yard Storage					
Parking Space					
Office Space	CV4760	2,501			2501
Heated Storage	CV4760	2,145			2145
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 6A					
Rochester HQ - T7960091225					
Office Space	MSP2100	4,954	3845 sq. ft. of Patrol Office space, Dispatch space of 841 sq. ft. and 268 sq. ft. of Office space for dispatch supervisors	4,113	841
Heated Storage	MSP2100	353		353	
Cold storage - T7960091259	MSP2100	1,386	#91259	1,386	
Yard Storage	MSP2100	14,400		14,400	
Secured Yard Storage					
Parking Space	MSP2100	3	May change after remodel		3
Preston TS - T7960091216					
Office Space	MSP2100	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Winona TS - T7960091218					
Office Space	MSP2100	211		211	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2100	5,349		4,508	841
Heated Storage	MSP2100	353		353	
Cold storage	MSP2100	1,386		1,386	
Yard Storage	MSP2100	14,400		14,400	
Secured Yard Storage					
Parking Space	MSP2100	3			3

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 6B					
Owatonna HQ - T7965091327					
Office Space	MSP2100	563		563	
Heated Storage					
Cold storage - T7965091347	MSP2100	300		300	
Yard Storage					
Secured Yard Storage	MSP2100	10,277		10,277	
Parking Space	MSP2100	3			3
Albert Lea TS - T796509132719					
Office Space	MSP2100	372		372	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Red Wing TS - T7965091354					
Office Space	MSP2100	148		148	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2100	1,083		1,083	
Heated Storage					
Cold storage	MSP2100	300		300	
Yard Storage					
Secured Yard Storage	MSP2100	10,277		10,277	
Parking Space	MSP2100	3			3

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 7E					
Mankato HQ - T7965091445					
Office Space	MSP2200	6,695	Revised from 6700 to match Archibus	6,695	
Heated Storage					
Cold storage					
Yard Storage	MSP2200	9,600		9,600	
Secured Yard Storage					
Parking Space	MSP2200	4			4
Totals					
Office Space	MSP2200	6,695		6,695	
Heated Storage					
Cold storage					
Yard Storage	MSP2200	9,600		9,600	
Secured Yard Storage					
Parking Space	MSP2200	4			4

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 7W					
Windom HQ - T7975091445					
Office Space	MSP2300	252		252	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2300	1			1
Luverne TS - T7975091609					
Office Space	MSP2300	55	2 desks in a shared office area	55	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St James TS - T7975091632					
Office Space	MSP2200	170	Revised from 172 to match Archibus	170	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Worthington Weigh Scale - T7975092119					
Office Space	CV4720	700	revised 1/2/14 to match Archibus		700
Heated Storage	CV4720	679	revised 1/2/14 to match Archibus		679
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Jackson Truck Station - T7965091616					
Office Space					
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space			1 Parking space????? See MSP Space and 1 Location report		1
Totals					
Office Space	MSP2200/MSP2300	477	MSP2300 - 307 MSP2200 - 172	477	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2200/MSP2300	2	1 each		2
Office Space	CV4720	700			700
Heated Storage	CV4720	679			679
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 8					
Marshall HQ - T7980091523					
Office Space	SP	3,482		3,482	
Heated Storage	SP	180		180	
Cold storage					
Yard Storage	SP	6,000	Old agreement said 3000	6,000	
Secured Yard Storage					
Parking Space	SP	3			3
Patrol Parking Lot	SP	10,871			10,871
Hutchinson TS - T7980091030					
Office Space	SP	283		283	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Pipestone TS - T7980091542					
Office Space	SP	253		253	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	SP	4,018		4,018	
Heated Storage	SP	180		180	
Cold storage					
Yard Storage	SP	6,000		6,000	
Secured Yard Storage					
Parking Space	SP	3			3
Patrol Parking Lot	SP	10,871			10,871

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District Metro					
Golden Valley HQ - T7990090931					
Office Space - T7990090938	MSP2500	4,741	Patrol stand alone bldg on Golden Valley Site revised from 4560 after physically measuring the building. Previous agreement had it at 5334	4,741	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2500	21,852	Reduced from 33900 after discussion with Capt. Brynell, will move impound cars into the smaller area.		21,852
Office Space - T7990090931	ISS	2,922	MnDOT Main HQ Building	2,922	
Heated Storage					
Cold storage					
Yard Storage	ISS	100	reduced from 2328 sq ft, only two small trailers stored here, will move if space is needed. No charge by agreement		100
Secured Yard Storage					
Parking Space	ISS	4	Noticed signed spots when visiting site		4
Patrol Parking Lot					
Oakdale HQ - T7990091138					
Office Space	MSP2400	2,831	reduced from 2837 to match Archibus	2,831	
Heated Storage					
Cold storage - T7990091166	MSP2400	1,781	reduced from 2000 to match Archibus and remeasuring in person 1/7/14	1,781	
Yard Storage					
Secured Yard Storage					
Parking Space					
Parking Lot	MSP2400	6,882			6,882
RTMC - T7990091195					
Office Space	SP	1,465	In another agreement? Not charged in this agreement. Revised to 1465 per Archibus	1,465	
Heated Storage	SP	360	2 spaces in heated garage	360	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maple Grove TS - T7990090992					
Office Space	MSP2500	98	revised from 96 to match archibus 1/8/14		98
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maplewood TS - T7990091117					
Office Space	SP				
Heated Storage		180	Antique Squad Car(180 is a standard for indoor parking)		180
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Chaska TS - T7990090926					
Office Space	MSP2500	101			101
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Maryland Ave TS - T7990091165					
Office Space	MSP2400	140		140	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Daytonport Weigh Scale - T7990092139					
Office Space	CV4730	565			565
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
First Building - T7990090906					
Office Space	MSP2400	821	Revised upward from 791 to match Archibus 1/8/14	821	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Elm Creek Rest Area - T7990095500					
Office Space	MSP2500	189			189
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St Croix Rest Area - T7990095903					
Office Space	MSP2400	427			427
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
St Croix Weigh Scale - T7990092129					
Office Space	CV4730	1,389			1,389
Heated Storage	CV4730	1,330			1,330
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
SEE METRO DISTRICT TOTALS NEXT PAGE					

METRO DISTRICT TOTALS					
Totals					
Office Space	MSP2400	4,219		3,792	427
Heated Storage	MSP2400	180			180
Cold storage	MSP2400	1,781		1,781	
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2400	6,882			6,882
Office Space	MSP2500	5,129		4,741	388
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2500	21,852			21,852
Office Space	ISS2000	2,922		2,922	
Heated Storage					
Cold storage					
Yard Storage	ISS2000	100			100
Secured Yard Storage					
Parking Space	ISS2000	4			4
Office Space	CV4730	1,954			1,954
Heated Storage	CV4730	1,330			1,330
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Office Space	RTMC	1,465	Another agreement will cover this space		
Heated Storage	RTMC	360	Another agreement will cover this space		
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 10					
Arden Hills Training Center					
Office Space	SP	4,305	Revised from 4303 to match Archibus	4,305	
Heated Storage		0			
Cold storage	SP	497		497	
Yard Storage		0			
Secured Yard Storage		0			
Parking Space		0			

Minnesota Department of Transportation				
Space Location and Type	Who	Total Space Occupied	Charged in Previous Agreement	Not Charged in Previous Agreement
Statewide Totals				
Office Space	SP	64,174	55,103	9,071
Heated Storage	SP	7,869	5,063	1923
Cold storage	SP	9,811	9,427	384
Yard Storage	SP	89,550	89,010	540
Secured Yard Storage	SP	59,475	59,475	
Parking Space	SP	57		57
Patrol Parking Lot	SP	59,023		59,023
Office Space	ISS-charged/RTMC- other agreement	4,387	2,922	1,465
Heated Storage	RTMC	360		360
Cold storage				
Yard Storage	ISS	100		100
Secured Yard Storage				
Parking Space	ISS	4		4
Patrol Parking Lot				
Office Space	CV	7,746		7,746
Heated Storage	CV	5,910		5,910
Cold storage	CV	175		175
Yard Storage				
Secured Yard Storage				
Parking Space				
Patrol Parking Lot				



MnDOT Contract #: 1034358

AMENDMENT # 01 TO MnDOT INTERAGENCY PARTNERSHIP #: 1034358.

Contract Start Date:	07/01/2019	Original Contract Amount:	\$1,692,367.84
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2021	Current Amendment Amount:	\$0.00
		Current Contract Total:	\$1,692,367.84

 Project Identification: DPS State Patrol, Use of Space

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety (DPS) State Patrol Division (MSP).

Recitals

-
1. MnDOT has a contract with DPS identified as MnDOT Contract No. 1034358 ("Original Contract") to provide for use of MnDOT space by DPS/MSP.
 2. The contract is being amended to include an attachment B.
 3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Section 1.5 is added to the Original Contract as follows:

1.5 *Attachment B*: Attachment B is attached and incorporated into this contract.


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

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

MnDOT Contract #: 1034358

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

MINNESOTA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

8176F69DD4C24BD...
By: _____
Title: Colonel, Chief of Minnesota State Patrol
Date: 8/6/2020

By: _____
Title: _____
Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____
Date: _____

Attachment B

The parties acknowledge that the MSP leases space in MnDOT facilities and uses MnDOT services, including office cleaning and maintenance.

The Federal Bureau of Investigation (FBI) provides a number of systems and services for use by criminal justice agencies around the country for criminal justice purposes. The FBI has adopted the Criminal Justice Information Services (CJIS) Security Policy (Security Policy) that sets for a number of requirements that criminal justice agencies must meet. A copy of the most current version of the Security Policy is available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center/view>.

The Security Policy requires that MnDOT and MSP include this Attachment B, because the MnDOT space that MSP leases is used for a criminal justice function and because MnDOT is a non-criminal-justice agency (NCJA).

MSP has the authority, via managed control, to set, maintain, and enforce:

- (1) Priorities regarding the security and use of CJIS and Criminal Justice Information.
- (2) Standards for the selection, supervision, and removal of personnel access to MSP systems or Criminal Justice Information (CJI).
- (3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (4) Restriction of unauthorized personnel, as determined by the MSP, from access to MSP physical locations or use of equipment accessing MSP network, systems, or services.
- (5) Compliance with all rules, regulations, and policies of MSP and the CJIS Security Policy in the operation of all information received. This includes a requirement to be audited as provided in these policies and rules.

To demonstrate that the Security Policy requirements for management and control have been met, the parties will use the following activities and measures:

- (A) MSP will maintain management control of the space that MSP leases.
- (B) When building entrances are shared, MSP maintains management control of MSP use.
- (C) In shared physical space such as the dispatch floor at Water's Edge in Roseville, information systems and documents containing CJI will be positioned in such way as to prevent unauthorized individuals from access and view. MSP will take appropriate precautions to prevent the unauthorized view or access of CJI.
- (D) MSP staff will not leave any MSP physical secure location unsecured.
- (E) MnDOT staff will not enter any MSP physically secure space unescorted.

This agreement covers the overall supervision of all MSP physical spaces, systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any MSP system to include NCIC Programs that may be subsequently designed and/or implemented within the MSP.

To ensure that all provisions of this Agreement are being met, the Authorized Representatives will meet on an annual basis. All policy, operational, and change issues may be discussed at these meetings and all meetings will be documented.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT****Federal Project Number:** SPR CR20 (001)**Project Identification:** OSA Portal Hosting – Fiscal Year 2020-2021

This agreement is between the Minnesota Department of Transportation (“MnDOT”), **Minnesota Department of Administration (ADMIN)**, and **Minnesota Geospatial Information Office (MnGEO)**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

Agreement**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit B.
- 3.2 **Total Obligation.** MnDOT will pay eighty percent of the project cost (up to \$44,501.76). ADMIN will pay twenty percent of the project costs (up to \$11,125.44). The total obligation for all compensation and reimbursements to MnGEO under this agreement will not exceed **\$55,627.20**.

4 Conditions of Payment

- 4.1 All services provided by MnGEO under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGEO invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGEO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGEO within 30 days of receipt of such invoice.
- 4.3 MnGEO must submit separate invoices to MnDOT and ADMIN for the work performed each month. Invoices will be split (MnDOT 80%, ADMIN 20%).

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:

Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
Address: Minnesota Department of Transportation
Consultant Services, Mail Stop 680
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-4692
E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)
Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-3616
E-Mail: jacob.foss@state.mn.us

5.3 ADMIN's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske, Director
Address: Minnesota Department of Administration
General Counsel
50 Sherburne Avenue Suite 201, St. Paul, MN 55155
Telephone: 651-201-2501
E-Mail: laurie.beyer-kropuenske@state.mn.us

5.4 MnGEO's Authorized Representative will be:

Name/Title: Daniel Ross, Geographic Info Systems Director
Address: Minnesota Geospatial Information Office
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

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

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGEO must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGEO will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGEO agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stdnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGEO's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGEO will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

10.1 If MnGEO is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGEO must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGEO must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGEO to be withheld. MnGEO must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

MnDOT ENUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

MNIT

DocuSigned by:

Tracy Gerasch

Signed: _____

50BF00075AF6441...

Title: Procurement Director

Date: 7/19/2019

ADMIN

Signed: _____

Title: General Counsel

Date: 7/22/19

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

SCOPE

MnDOT Cultural Resources Unit (CRU) is in need of assistance in Geographic Information System (GIS) Professional Services required to support the business needs of MnDOT, the Minnesota Department of Administration (ADMIN), and the Office of the State Archaeologist (OSA) for support of the OSA Portal Online Application.

This contract consists of a series of tasks as described below. In some instances, it may be necessary for staff from the OSA team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Task Descriptions

MnGEO will perform the following tasks:

Task 1: Project Management and Administration

- 1.1 Schedule quarterly meetings with OSA staff to review progress and discuss issues that have arisen, as requested by OSA staff.
- 1.2 Perform general project administration services including contract modifications, basic project design, meetings with MnDOT, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.

Task 2: Application Administration and Support

- 2.1 Provide on-going support of the OSA Portal and ITS systems.
- 2.2 Ensure system performance, provide adequate data storage and server resources for this system.
- 2.3 Address any reported issues.
- 2.4 Answer questions as appropriate.
- 2.5 Perform periodic analysis of data and clean-up as needed.
- 2.6 Perform periodic updating of documentation website, metadata and read-me files as needed.
- 2.7 Other data and application work as needed.

Note: This agreement does NOT include major enhancements to the web site, web services, data, etc.

Task 3: Managed Hosting - System Maintenance and Infrastructure

- 3.1 Provide dedicated geospatial hosting to support the minimum requirements for the OSA Portal. For the purposes of this project, the production and non-production infrastructure will be available for 24 months of Fiscal Year (FY)20 and FY21.
- 3.2 Provide a secure, reliable platform for hosting and deploying OSA's data, web services, and applications associated with the OSA Portal. This includes problem solving, periodic software, and system upgrades.
- 3.3 Ensure system performance, provide adequate data storage and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 3.4 Provide basic system administration including account and storage management, backup and recovery, patching, and change management processes.
- 3.5 Address any reported issues.
- 3.6 Answer questions as appropriate
- 3.7 Coordinate with MNIT Managed Hosting regular Operating System (OS) patching and updates.

Expectations:

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by OSA staff and reported to MnGeo through OSA's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by OSA staff and reported to MnGeo through OSA's primary contact. MnGeo staff will keep OSA's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide OSA with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise OSA of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development

environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.

3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. OSA staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide OSA with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through OSA's primary contact.
6. If additional resources are required for the shared environment specifically because of OSA deployments or at a request for additional resources by OSA's primary contact, OSA's infrastructure costs will be increased accordingly.

System Maintenance:

System maintenance will be assessed each month. System maintenance is estimated at **25** hours per server per year.

Timeline: Products and services will be provided throughout the duration of the agreement.

MnDOT and OSA Deliverables, Duties, and Responsibilities

Under the terms of this agreement, MnDOT and OSA will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OSA staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OSA's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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Direct Labor Costs

Task	GIS Intermediate	GIS Advanced	Total
Task 1			
Project Management and Administration	0	48	48
Task 2			
Application Administration and Support	72	72	144
Task 3			
Managed Hosting - System Maintenance and Infrastructure	0	200	200
Total Hours	72	320	392
Fixed Hourly Rate	\$ 80.60	\$ 95.70	
Total Direct Labor Costs:	\$ 5,803.20	\$ 30,624.00	\$ 36,427.20

Direct Expense Costs (must provide documentation)

Description	Unit	Rate	Cost
FY20 & FY21 BAH Geospatial Managed Hosting Fees	800	\$ 24.00	\$ 19,200.00
Total Direct Expenses		\$	19,200.00

TOTAL CONTRACT AMOUNT **\$ 55,627.20**

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us); State's Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:	

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment? (Yes or No):** Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

1.1 **Effective date:** *May 21, 2019* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$140.00 to \$155.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Liz Brady or his/her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Edwin Hudson** or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Nicole Perry

Date: 5-31-19

Purchase Order No.: 3000478874

3. DEPARTMENT OF TRANSPORTATION

By: Melissa Braum
(with delegated authority)

Title: Asst. Director consultant services

Date: 5/31/19

2. MINNESOTA MANAGEMENT & BUDGET

By: Bin
(With delegated authority)

Title: CFO

Date: 6-4-19

4. MNDOT CONTRACT MANAGEMENT

By: Myra Janku

Date: 6/3/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT Amendment 1**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Recitals

1. The Parties agree to amend this agreement to increase the amount of the agreement.
2. The State and the Contractor are willing to amend the Original Work Order as stated below.

Amendment

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

Revisions

3 Consideration and Payment

An hourly rate of \$140.00 to \$155.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed ~~\$25,000~~ \$35,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:

Sue Buhl

Digitally signed by Sue

~~Buhl~~
Date: 2020.05.11 08:24:42
-05'00'

Date:

P.O./SWIFT #: 3000503213

3. DEPARTMENT OF TRANSPORTATION

**Melissa
Brand**

Signed:

Digitally signed by Melissa
Brand

Date: 2020.05.11 08:39:08
-05'00'

(with delegated authority)

Title: **Asst. Director, Consultant Services**

Date:

2. MINNESOTA MANAGEMENT AND BUDGET

Signed:

(with delegated authority)

Chief Financial Officer

Title:

Date: **05-12-2020**

4. MNDOT CONTRACT MANAGEMENT

Signed:

**Kyle
Fisher**

Digitally signed
by Kyle Fisher

Date: 2020.05.11
12:16:06 -05'00'

Date:

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT****Federal Project Number:** RDF 8820(034)**Project Identification:** Red Dye Fuel Monitoring Program

This agreement is between the Minnesota Department of Transportation ("MnDOT") and **Minnesota Department of Public Safety**, Address: **1110 Centre Pointe Curve, Mendota Heights, Minnesota 55120** ("DPS").

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

Agreement**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through D are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 6265.
- 2.2 MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on the public roadways throughout the state.
- 2.3 DPS will inspect and take diesel fuel samples from vehicles being operated on the public roadways throughout the state. Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; 15% of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining 15% will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red-dyed fuel enforcement activities. DPS will acquire approximately 10,000 fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.
- 2.4 DPS will submit a quarterly and annual report to MnDOT, outlining project activities and progress, including number of samples taken and number of "positive" tests indicated.
- 2.5 See Exhibit A for additional information.

3 Consideration and Payment

- 3.1 DPS will be reimbursed at an amount not to exceed \$465,000.00, according to the breakdown of costs described in Exhibit B. DPS may request from MnDOT's Authorized Representative an adjustment in breakdown of costs if it does not change the total amount of the agreement.
- 3.2 DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit C. DPS will submit a quarterly report on their activities along with each invoice.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed \$465,000.00.

4 Conditions of Payment

- 4.1 All services provided by DPS under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.

- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

5 Agreement Personnel

5.1 MnDOT's Authorized Representative will be:

Name: Ashley Duran, Contract Administrator (or his/her successor)
Address: Minnesota Department of Transportation
Consultant Services Section, Mail Stop 680
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800
Telephone: 651-366-4627
E-Mail: ashley.duran@state.mn.us

5.2 MnDOT's Project Manager will be:

Name: Brian Gage, Director (or his/her successor)
Address: Minnesota Department of Transportation
Program Development Section, Mail Stop 440
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800
Telephone: 651-366-3748
E-Mail: brian.gage@state.mn.us

5.3 DPS's Authorized Representative will be:

Name: Captain Jonathan Olsen
Address: Minnesota Department of Public Safety
State Patrol Division, Commercial Vehicle Section
1110 Centre Point Curve, Mendota Heights, Minnesota 55120
Telephone: 651-405-6180
E-Mail: jonathan.olsen@state.mn.us

6 Amendments

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

7 Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

- 8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

- 9.1 **Plain Language.** DPS must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, DPS will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;

- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 Accessibility Standards. DPS agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DPS's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, DPS will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

10.1 If DPS is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, DPS must complete Exhibit D, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. DPS must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to DPS to be withheld. DPS must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

MnDOT ENUMBRANCE VERIFICATION

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

Signed:

Date:

(Future FY2020 Funds)

MnDOT

(with delegated authority)

Signed:

Title:

Date:

DPS

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

Signed: 
 Title: Deputy Commissioner
 Date: 6/25/2019

EXHIBIT A

DETAILED SCOPE OF WORK AND DELIVERABLES

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

1. WHAT IS RED-DYED FUEL?

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require “visible evidence of the presence of red dye” to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:
Excerpted from Minnesota Statutes 296A.22

Subdivision 4: Unlawful Use of Dyed Fuel

- (a) If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*

3. HOW CAN RDF USAGE BE DETECTED?

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage. The driver also receives an information pamphlet that discusses red-dyed fuel prohibitions and usage penalties.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

When a positive sample is detected, the driver is further provided with an *Initial Violation Notice* and an *Information Pamphlet* describing sample processing and the possible penalties involved.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.

5. PLAN OF ACTION

During State Fiscal Years (SFY) 2020 and SFY 2021, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 15% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 15% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 10,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

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**EXHIBIT B
BUDGET DETAILS**

Description	1st Year	2nd Year	Total Cost
Regular & Overtime Salaries	\$177,000.00	\$109,000.00	\$286,000.00
Fringe Costs	\$52,000.00	\$32,000.00	\$84,000.00
In-State and Out-State Travel Costs	\$6,000.00	\$4,000.00	\$10,000.00
Vehicle with Equipment	\$0.00	\$45,000.00	\$45,000.00
Supply/Material Costs	\$5,000.00	\$3,000.00	\$8,000.00
Indirect Costs	\$20,000.00	\$12,000.00	\$32,000.00
TOTAL CONTRACT AMOUNT			\$465,000.00

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EXHIBIT C INVOICE FORM

INVOICE NO. _____

Estimated Completion: _____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

DPS must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Agreement No. 1034640
Agreement Expiration Date: June 30, 2021

Billing Period: From _____ to _____
Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Regular & Overtime Salaries	\$286,000.00			
Fringe Costs	\$84,000.00			
In-State and Out-State Travel Costs	\$10,000.00			
Vehicle with Equipment	\$45,000.00			
Supply/Material Costs	\$8,000.00			
Indirect Costs	\$32,000.00			
Net Earnings Totals:	\$465,000.00			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
Total**			

**Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Public Safety

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

EXHIBIT D
OFFICE OF CIVIL RIGHTS – CONTRACTOR PAYMENT FORM

State Project Number: _____

Prime Contractor: _____

Payment Reporting Period: _____ to _____

Subcontractor: _____

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us) and one to State's Project Manager, no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? <i>(indicate)</i>	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Amount Paid to Date	(K) % Paid to Date		(L) Final Payment? (Yes or No)
1.	1.	1.		1.
2.	2.	2.		2.
3.	3.	3.		3.
(M) Company Official's Signature, Title & Contact Info		(N) Date Signed	(O) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:	

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (K) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (L) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (M) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (N) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (O) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073

**STATE OF MINNESOTA
INTERAGENCY CONTRACT****Project Identification: Veterans Affairs Cooperative Agreement** _____

This Contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Veterans Affairs ("MDVA").

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on 06/30/2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit 1 is attached and incorporated into this Contract.

2. Scope of Work

- 2.1 MDVA is requesting assistance with an acute need regarding recent network activity and is requesting assistance as a result of that activity. MnDOT is able to provide certain expertise and assets to assist with what MDVA deems, if any, additional actions need to be taken regarding the network activity. MnDOT will provide the assistance requested by MDVA (personnel, contracts, consultants, and vendors) and bill for the services consumed as billed by any person or entity associated with the project. MDVA will provide guidance to MnDOT staff regarding the services and provide payment for the requested services.
- 2.2 MnDOT will provide: Staff time, support services, vendors, consultants, and related services in support of those services.
- 2.3 MDVA will provide: Direction and funding for the services consumed.

3. Consideration and Payment

- 3.1 MnDOT will provide an itemized monthly bill to MDVA for any services consumed during the previous month.
- 3.2 MnDOT staff will be provided at MnDOT's own expense and will not be reimbursed by MDVA. All other costs borne by MnDOT will be compensated for ACCORDING TO THE SCHEDULE OF COSTS CONTAINED IN EXHIBIT 1.
- 3.3 The total obligation of MDVA for all compensation and reimbursements to MnDOT under this Contract will be within the limits of Exhibit 1, and will not to exceed a total obligation of **\$60,000.00**.

4. Conditions of Payment

- 4.1 MDVA is authorizing MnDOT to incur expenses on their behalf as directed by MDVA Authorized Representative, all costs generated are to be reimbursed.
- 4.2 MDVA will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124.
- 4.3 MnDOT must create and enter an invoice in SWIFT.
- 4.4 MDVA will make payment using the bilateral netting process in SWIFT.

5. Contract Personnel

- 5.1 MnDOT's Authorized Representative and Project Manager, will be the contact for technical issues
MnDOT's Project Manager will be:

Name: Joshua Root_____ or successor.
Title: Senior Counsel_____
Street Address: 395 John Ireland Blvd._____
City, State, Zip: St. Paul, MN 55155_____
Telephone: 651-366-4799_____
Email: joshua.root@state.mn.us_____

- 5.2 MDVA Authorized Representative will be:

Name: Kristen Root_____ or successor.
Title: General Counsel_____
Street Address: 20 West 12th St._____
City, State, Zip: St. Paul, MN 55155_____
Telephone: 651-548-5956_____
Email: Kristen.root@state.mn.us_____

6. Amendments

- 6.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

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COMMISSIONER OF VETERANS AFFAIRS

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

By: [Signature]Title: MDVA CommissionerDate: June 26, 2019

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

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

By: [Signature]Date: 6/25/19SWIFT Contract # K-160406SWIFT Purchase Order # 3-39294**COMMISSIONER OF TRANSPORTATION**By: [Signature]Title: Chief CounselDate: June 26, 2019

Minnesota Department of Transportation
Contract Management

By: [Signature]Date: 6/26/2019



State of Minnesota
Interagency Contract
Amendment #1

MnDOT Contract #: 1034744
MDVA Contract # 160406

Contract Start Date:	6/26/19	Total Contract Amount:	\$157,600.00
Original Contract Expiration Date:	6/30/20	Original Contract:	\$60,000.00
Current Contract Expiration Date:	6/30/20	Previous Amendment(s) Total:	\$47,600.00
Requested Contract Expiration Date:	NA	This Amendment:	\$50,000.00

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Veterans Affairs ("MDVA").

Recitals

1. The parties have a contract identified as MnDOT Contract #1034744 or MDVA Contract # 160406 ("Original Contract") for MnDOT to provide assistance regarding recent network activity to MDVA.
2. The assistance necessary has increased, and as a result, may exceed the original estimated total obligation.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment #2

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

REVISION 1. Clause 3.3 is amended as follows:

The total obligation of MDVA for all compensation and reimbursements to MnDOT under this Contract will be within the limits of Exhibit 1, and will not exceed a total obligation of ~~\$107,600.00~~ \$157,600.00.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 12/13/19

SWIFT Contract No. K-160406 v3/POB-39294

2. MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: [Signature]

Title: MDVA Commissioner

Date: 12/13/19

3. MINNESOTA DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: (with delegated authority)

Date: 12/19/19



State of Minnesota
Interagency Contract

~~Amendment #1~~ Should be Amendment 02 SJB 03/06/2020

MnDOT Contract #: 1034744

MDVA Contract # 160406

Contract Start Date:	6/26/19	Total Contract Amount:	\$157,600.00
Original Contract Expiration Date:	6/30/20	Original Contract:	\$60,000.00
Current Contract Expiration Date:	6/30/20	Previous Amendment(s) Total:	\$47,600.00
Requested Contract Expiration Date:	NA	This Amendment:	\$50,000.00

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Veterans Affairs ("MDVA").

Recitals

1. The parties have a contract identified as MnDOT Contract #1034744 or MDVA Contract # 160406 ("Original Contract") for MnDOT to provide assistance regarding recent network activity to MDVA.
2. The assistance necessary has increased, and as a result, may exceed the original estimated total obligation.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment #2

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

REVISION 1. Clause 3.3 is amended as follows:

The total obligation of MDVA for all compensation and reimbursements to MnDOT under this Contract will be within the limits of Exhibit 1, and will not exceed a total obligation of ~~\$107,600.00~~ \$157,600.00.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 12/13/19

SWIFT Contract No. K-160406 v3/POB-39294

2. MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: [Signature]

Title: MDVA Commissioner

Date: 12/13/19

3. MINNESOTA DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: (with delegated authority)

Date: 12/19/19



**State of Minnesota
Interagency Contract
Amendment #3**

MnDOT Contract #: 1034744
MDVA Contract # 160406

Contract Start Date:	<u>6/26/19</u>	Total Contract Amount:	<u>\$167,600.00</u>
Original Contract Expiration Date:	<u>6/30/20</u>	Original Contract:	<u>\$60,000.00</u>
Current Contract Expiration Date:	<u>6/30/20</u>	Previous Amendment(s) Total:	<u>\$97,600.00</u>
Requested Contract Expiration Date:	<u>NA</u>	This Amendment:	<u>\$10,000.00</u>

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Veterans Affairs ("MDVA").

Recitals

1. The parties have a contract identified as MnDOT Contract #1034744 or MDVA Contract # 160406 ("Original Contract") for MnDOT to provide assistance regarding recent network activity to MDVA.
2. The assistance necessary has increased, and as a result, may exceed the amended estimated total obligation.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment #3

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

REVISION 1. Clause 3.3 is amended as follows:

The total obligation of MDVA for all compensation and reimbursements to MnDOT under this Contract will be within the limits of Exhibit 1, and will not exceed a total obligation of ~~\$157,600.00~~ \$167,600.00.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: 1-8-2020

SWIFT Contract No. K-160406 PO-3-31294

2. MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: [Signature]

Title: MDVA Commissioner

Date: 1-8-20

3. MINNESOTA DEPARTMENT OF TRANSPORTATION

By: _____

(with delegated authority)

Title: _____

Date: _____



MAD Project Number: 2020-017 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation- CVOMAD Contact: Beth Bibus

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

Agency: Transportation	Fiscal Year: 2020	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$19,880.00	Amount of Contract First FY: \$19,880.00	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

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

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry InitialsOrder: _____
Number/Date/Signatures
*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation- CVO (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide services (to be defined with the client as the work proceeds, tailored to match consulting hours available in the agreement):

- First round of feedback and edits to the draft report from CVO/OFCVO
- Additional research or analysis if needed
- Depending on CVO's needs: Prepare a presentation, meet with other MnDOT offices/leadership to discuss draft report
- Finalize the report
- Flexible consultation with CVO on next steps, which could include consulting with the hazmat specialists on implementation of identified improvements

2. Contacts:

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

Management Analysis and Development: Beth Bibus

Requesting Agency: Deb Ledvina

3. Consideration and Terms of Payment:

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

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

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective July 1, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

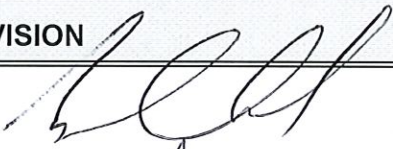
10. State Audit:

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

11. Liability:

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: 
Title:	Title: <i>Director</i>
Date:	Date: <i>6-25-19</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date: (Future FY2020 Funds)	Date:

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-017

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation-CVO**, has an interagency agreement identified as **2020-017** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective July 1, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2019~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <u>Renda E Rapp</u>
Title:	Title: <u>Business Manager</u>
Date:	Date: <u>Oct 30, 2019</u>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-017

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation-CVO**, has an interagency agreement identified as **2020-017** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **3** of the original contract shall be amended to read:

3. Consideration and Terms of Payment:

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

Up to ~~442-282~~ hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$19,880.00~~ \$39,480.00.

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

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

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

1. Services to be Performed:

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

2. Authorized Agents:

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

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

MNDOT: Timothy Sexton, Chief Sustainability Officer, 395 John Ireland Blvd., Saint Paul, MN 55155 (651) 366-3622

3. Consideration and terms of Payment

In consideration for sustainability services provided, MNDOT agrees to contribute to this effort as follows:

- If the method of payment is an appropriation transfer, the SWIFT accounting codes are: Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If paying by invoice, the coding will be the same as above except that the FinDeptID will be G0231009
- Please submit the following amounts not later than July 22nd of each fiscal year:
FY 2020: \$60,000 FY 2021: \$60,000 Total for the biennium: \$120,000

4. Terms of Agreement

This agreement is effective July 1, 2019 and shall remain in effect until June 30, 2021.

5. Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Approved:

Department of Administration	Department of Transportation
By: <u>Erin Campbell</u>	By: <u>Timothy Sexton</u>
Title: <u>Assistant Commissioner</u>	Title: <u>Assistant Division Director</u>
Date: <u>7-25-19</u>	Date: <u>7-18-19</u>
MnDOT Encumbrance Verification	MnDOT Contract Management
By: <u>Nicole Re</u> Date: <u>7-18-19</u>	By: <u>[Signature]</u>
SWIFT Contract No. <u>162922</u>	Title: <u>7-19-2019</u>
SWIFT PO No. : <u>3000489257</u>	Date: <u>Deputy Chief Counsel</u>



STATE OF MINNESOTA INTERAGENCY AGREEMENT

Federal Project Number: SPR CR 20(001)

Project Identification: CRM Portal Business Analyst

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and **Minnesota Geospatial Information Office (MnGEO)**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **July 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGEO under this agreement will not exceed **\$120,000.00**.

4 Conditions of Payment

- 4.1 All services provided by MnGEO under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGEO invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGEO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGEO within 30 days of receipt of such invoice.
- 4.3 MnGEO must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered “received” within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT’s Consultant Services Section.

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:

Name/Title:	Kendall Lausche, Contract Administrator (or his/her successor)
Address:	Minnesota Department of Transportation Consultant Services, Mail Stop 680 395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone:	651-366-4692

E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)
Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-3616
E-Mail: jacob.foss@state.mn.us

5.3 MnGEO's Authorized Representative will be:

Name/Title: Daniel Ross, Geographic Info Systems Director
Address: Minnesota Geospatial Information Office
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGEO must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGEO will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGEO agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGEO's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGEO will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

- 10.1 If MnGEO is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGEO must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGEO must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGEO to be withheld. MnGEO must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MnIT

Signed: _____
Title: Procurement Director
Date: 8/12/2019

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

MNIT # 3628

SCOPE

There are a number Cultural Resource Management (CRM) portals/applications that have been built (MnDOT's Cultural Resource Information System [CRIS], the OSA Portal, Mankato State University [MSU] Minnesota Archaeological Inventory Database [MAID]), are in the process of being built (State Historic Preservation Office [SHPO] Portal), or will be developed in the near future (Minnesota Indian Affairs Council [MIAC] Portal, Cultural Resources Library [CRL]). Each of the sponsoring organizations recognizes that their portal/application have some datasets, inputs, throughputs, and workflows that are shared. In order to ensure that these can be efficiently shared among the portals/applications directed coordination is required. A Business Analyst (BA) working across these portals/applications to facilitate sharing is the best solution for this need and will have the added benefit of strengthening the functionality of each portal individually, as well as all of the applications/portals as a whole. This BA will work with the BAs already assigned to ongoing efforts (CRIS III – Rewrite, and eventually MIAC and SHPO), to minimize duplication of efforts and maximize MnGeo's understanding of the processes captured within each application/portal. In addition, this BA will help ensure the tasks and deliverables of this document will meet every partner agency's requirements.

There are several tasks, each with subsets of deliverables, outlined for this position, which are listed in order of chronological priority, though some may be worked on concurrently. The percentages provided are estimates of the BA's total time that will be required to complete the deliverables of each task.

WORK PLAN

MnGEO will perform the following tasks:

Task Descriptions**Task 1: Project Management and Administration (15%)**

- 1.1 Schedule monthly meetings with MnDOT and partner agency staff to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 Conduct general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.
- 1.3 Conduct general project management services including status reports, meetings with clients, detailed requirements gathering, Quality Assurance (QA)/Quality Control (QC) of deliverables, tasks and deliverables definitions and creation, and project communication.

Task 2: Support SHPO Portal Phase II (15%)

- 2.1 Lay the groundwork and develop the requirements for the digitization of SHPO's architecture history inventory forms, archaeological site forms, and National Register of Historic Places (NRHP) files, and geospatial records. The deliverables for this task will be utilized by consultants for the Architecture History Structures Geographic Information System (GIS) QA/QC Project and the SHPO Portal Phase II-File Organization and Partial Scanning Project in Fiscal Year (FY) 2020. After the Architecture History Structures GIS QA/QC Project and SHPO Portal Phase II-File Organization and Partial Scanning Project are finished, but before the SHPO Portal Phase III is launched, the scanned documents and geospatial data will be utilized by MnDOT and SHPO staff via hyperlinks in ArcGIS.
- 2.2 During Phase III of SHPO Portal development, incorporate the digitized documents and geospatial data into that portal.
- 2.3 Write a document organization and acquisition plan that: 1) identifies the documents at SHPO that need to be scanned; 2) documents and maps the existing inventory submission and management process; 3) outlines how to organize the paper files, including filing the backlog, in preparation for scanning; 4) identifies the documents that have already been scanned or are stored electronically at SHPO; 5) determines the feasibility/utility of acquiring existing digital documents from past submitters of those documents (i.e. ask consultants to submit old digital inventory forms). This will be implemented by a consultant during the SHPO Portal Phase II-File Organization and Partial Scanning Project.
- 2.4 Develop a scanning plan. The scanning plan will be implemented by a consultant during the SHPO Portal Phase II-File Organization and Partial Scanning Project:
 - 2.4.1 Prepare metadata for scanned documents.
 - 2.4.2 Outline the appropriate technical specifications (resolution, Output Control Report [OCR], file format, etc.) for digital documents.

- 2.4.3 Determine the file management system that will organize and allow access to the documents.
- 2.4.4 Determines how to ensure public accessibility is maintained during and after scanning.
- 2.4.5 Determines scanning schedule, requirements, and protocols for legacy files (current paper files), in process files, and new input (including digital documents from consultants).
- 2.4.6 Develop QA/QC protocols for scanning workflow.
- 2.5 Participate in coordination meetings with MnDOT, SHPO, and the Architecture History Structures GIS QA/QC Project consultant to ensure that the GIS deliverables identified in the Architecture History Structures GIS QA/QC Project will meet the requirements for incorporation into the SHPO Portal during Phase III of that effort. The coordination meetings will inform the methods and protocols developed for the Architecture History Structures GIS QA/QC Project.

Task 3: MIAC Portal Structure and Business Process (30%)

- 3.1 Define the structure and business processes that will be encapsulated within the MIAC Portal and MIAC collaboration application site. The MIAC Portal will be developed in two phases (Phase I in FY20 and Phase II in FY21), under separate contracts with MnGeo. The MIAC collaboration application site will be developed under a separate agreement with MNIT Services.
- 3.2 Develop a document outlining the structure and business processes for the MIAC Portal.
- 3.3 Provide two sets of scopes and budgets, one each for Phase I and Phase II, which break the MIAC Portal build into two discrete, but complementary phases. Collectively these scopes and budgets need to be workable on the \$95k earmarked for MIAC Portal development during each fiscal year.
- 3.4 Develop an estimate of the ongoing yearly hosting cost for the MIAC Portal.
- 3.5 Develop a document outlining the structure and business processes that will be captured in the MIAC collaboration application site. The documented plan needs to be workable on the \$20k earmarked for the MIAC collaboration application site development.

Task 4: Inter-Portal/Application Interactions (15%)

- 4.1 Develop a high level plan delimiting the purview of each portal/application, including how they connect to each other, roles among portals, and who is in control of what data and processes.
- 4.2 Focus on inter-portal/application interactions, not the specific business processes that begin and end within a single portal/application.
- 4.3 Develop a high level plan that delimits each portal/application and defines how they interact.
- 4.4 Develop a short (<10 page) document that weighs the benefits and drawbacks of the “single sign-on portal” vs. “standalone portals that interact” models. This document will provide decision makers with enough information to make an informed decision about the future degree of portal interface integration among the OSA Portal, SHPO Portal, CRIS, MIAC Portal, MAID, and Cultural Resources Library.
- 4.5 Develop a short (<10 page) document that outlines some sensible functionality buildouts for the two applications/portals that are already built (OSA and CRIS). The sensible buildouts will be defined by the agency’s application/portal steward in conjunction with the BA.

Task 5: SHPO Portal Phase I Business Process

- 5.1 Make substantial progress towards documenting the business process requirements for SHPO Portal Phase I.
- 5.2 Develop a document describing the business processes related to the historic inventory, NCHRP, archaeology, and bibliography/reports workflows that will be captured in the SHPO Portal Phase I.

Task 6: Cultural Resource Library Structure and Business Process

- 6.1 Develop structure and business processes for the “Cultural Resources Library” (CRL), which will be the clearinghouse for archaeology and architecture/history grey literature, studies, contexts, MPDFs, and other hard to find cultural resource management documents. The agency sponsor for the CRL is yet to be determined, but MnDOT, Office of State Archeologists (OSA), MIAC, and SHPO will all play a role in structuring how it is developed.
- 6.2 Develop a document outlining the structure and business processes for the CRL.
- 6.3 Develop a scope and budget for the eventual build and hosting of the CRL.
- 6.4 Develop an estimate of the ongoing yearly hosting cost for the CRL.
- 6.5 Develop a scope and budget that covers the acquisition of the digital documents, many of which will need to be scanned, that will be eventually accessed through the CRL.

PROJECT SCHEDULE

Task:	Date:
1:	N/A
2:	September 30, 2019
3:	November 30, 2019
4:	March 31, 2020
5:	November 30, 2019
6:	June 30, 2020

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Direct Labor Costs

Task	GIS Advanced	Total
Task 1		
Support SHPO Portal Phase II	188.1	188.1
Task 2		
MIAC Portal Structure and Business Process	376.2	376.2
Task 3		
Inter-Portal/Application Interactions	188.1	522.5
Task 4		
SHPO Portal Phase I Business Process	250.8	250.8
Task 5		
Cultural Resource Library Structure and Business Process	62.7	62.7
Task 6		
Project Management and Administration	188.1	188.1
Total Hours	1253.9	1253.9
Fixed Hourly Rate	\$ 95.70	
Total Direct Labor Costs:	\$ 120,000.00	\$ 120,000.00

TOTAL CONTRACT AMOUNT \$ **120,000.00**

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us); State's Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:	

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073



#176714

AMENDMENT NO. 01 TO MnDOT CONTRACT NO. 1034911

Contract Start Date: August 15, 2019	Original Contract Amount:	\$ 120,000.00
Original Contract Expiration Date: July 31, 2020	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: July 31, 2020	Current Amendment Amount:	\$ 50,000.00
New Contract Expiration Date: December 31, 2020	Total Amended Contract Amount:	\$ 170,000.00

Federal Project Number: SPR CR 20(001)

Project Identification: CRM Portal Business Analyst

This agreement is between the Minnesota Department of Transportation ("MnDOT"), the **Department of Administration** ("ADMIN"), and **Minnesota Geospatial Information Office** (MnGEO).

RECITALS

1. State has a contract with Contractor identified as MnDOT Contract Number 1034911 ("Original Contract"). MnDOT is in need of assistance with the Cultural Resources Management (CRM) portal applications.
2. As the contract progressed it became clear that the original scope and budget were inadequate because of changes MnDOT partners would like to make in regards to the development of their applications. Due to these factors, the scope and budget are being adjusted to accommodate this need. The Department of Administration is also being added as a party to this contract.
3. State and Contractor are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded** and underlined.

REVISION 1. Subarticles 1.2-1.3 are amended as follows:

- 1.2 **Expiration Date:** This agreement will expire on ~~July 31, 2020~~ **December 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits ~~A through C~~ **A-1, B-1, C** are attached and incorporated into this agreement.

REVISION 2. Subarticle 2.2 is amended as follows:

- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit ~~A~~ **A-1**.

REVISION 3. Subarticles 3.1-3.2 are amended as follows:

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit ~~B B-1~~.
- 3.2 **MnDOT will pay 94.12% of the project costs (up to \$160,004.00). ADMIN will pay 5.88% of the project costs (up to \$9,996.00).** The total obligation of MnDOT for all compensation and reimbursements to MnGEO under this agreement will not exceed ~~\$120,000.00~~ **\$170,000.00**.

REVISION 4. Subarticle 4.3 is amended as follows:

- 4.3 MnGEO must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. **MnGEO will invoice MnDOT and ADMIN directly. Invoices will detail the total cost of the project, and also identify the 94.12% MnDOT and 5.88% ADMIN amount due.** Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

REVISION 5. Subarticles 5.3-5.4 are amended as follows:

- 5.3 MnGEO's Authorized Representative will be:

Name/Title: ~~Daniel Ross, Geographic Info Systems Director~~ **Sandi Stroud, Director**
Address: Minnesota Geospatial Information Office

658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: ~~dan.ross@state.mn.us~~ sandi.stroud@state.mn.us

5.4 ADMIN's Authorized Representative will be:

Name/Title: Amy Spong, Division Director and State Historic Preservation Officer
Address: Minnesota Department of Administration
200 Administration Building, 50 Sherburne Avenue
St. Paul, MN 55155
Telephone: 651-201-3288
E-Mail: amy.spong@state.mn.us

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

MnDOT ENCUMBRANCE VERIFICATION

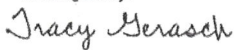
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

MNIT

DocuSigned by:



Signed:

58BF08075AF6441

Procurement Director

Title:

4/17/2020

Date:

ADMIN

Signed:



Title:

Deputy SHPO

Date:

5/13/2020

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

Admin
Encumbered:



5/12/20

25069/176714/300-9730

SCOPE

There are a number Cultural Resource Management (CRM) portals/applications that have been built (MnDOT's Cultural Resource Information System [CRIS], the OSA Portal, Mankato State University [MSU] Minnesota Archaeological Inventory Database [MAID]), are in the process of being built (State Historic Preservation Office [SHPO] Portal), or will be developed in the near future (Minnesota Indian Affairs Council [MIAC] Portal, Cultural Resources Library [CRL]). Each of the sponsoring organizations recognizes that their portal/application have some datasets, inputs, throughputs, and workflows that are shared. In order to ensure that these can be efficiently shared among the portals/applications directed coordination is required. A Business Analyst (BA) working across these portals/applications to facilitate sharing is the best solution for this need and will have the added benefit of strengthening the functionality of each portal individually, as well as all of the applications/portals as a whole. This BA will work with the BAs already assigned to ongoing efforts (CRIS III – Rewrite, and eventually MIAC and SHPO), to minimize duplication of efforts and maximize MnGeo's understanding of the processes captured within each application/portal. In addition, this BA will help ensure the tasks and deliverables of this document will meet every partner agency's requirements.

There are several tasks, each with subsets of deliverables, outlined for this position, which are listed in order of chronological priority, though some may be worked on concurrently. The percentages provided are estimates of the BA's total time that will be required to complete the deliverables of each task.

AMENDMENT

An amendment was needed to better compliment MnDOT efforts to support the development of the SHPO Historic Inventory Application, which will allow access to up-to-date, accurate, and complete records of SHPO's inventoried properties and sites. The added portions to Task 5 will leverage MnGEO's business analysis and technical expertise towards laying the foundation for this future application.

Much of what had been included in Task 4 and Task 6 has been eliminated to redirect efforts to more immediate needs. Some of the justification wording and deliverables for Tasks 1, 2, and 3 have been modified to reflect necessary changes that became evident as the project progressed.

WORK PLAN

MnGEO will perform the following tasks:

Task Descriptions

Task 1: Project Management and Administration

- 1.1 Schedule monthly meetings with MnDOT, and partner agency staff, to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 Conduct general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.
- 1.3 Conduct general project management services including status reports and meetings with MnDOT.

Task 2: Support SHPO Portal Phase II

- 2.1 Lay the groundwork and develop the requirements for the digitization of SHPO's architecture history inventory forms, archaeological site forms, National Register of Historic Places (NRHP) files, and geospatial records. The deliverables for this task will be utilized by consultants for the Architecture History Structures Geographic Information System (GIS) Quality Assurance (QA)/Quality Control (QC) Project, and the SHPO Portal Phase II-File Organization and Partial Scanning Project in Fiscal Year (FY) 2020. After the Architecture History Structures GIS QA/QC Project and SHPO Portal Phase II-File Organization and Partial Scanning Project are finished, but before the SHPO Historic Inventory Application is launched, the scanned documents and geospatial data will be utilized by MnDOT and SHPO staff via hyperlinks in ArcGIS.
- 2.2 During SHPO Historic Inventory Application development, incorporate the digitized documents and geospatial data into that application.

- 2.3 Write a document organization and acquisition plan that: 1) identifies the documents at SHPO that need to be scanned; 2) documents and maps the existing inventory submission and management process; 3) outlines how to organize the paper files in preparation for scanning; 4) identifies the documents that have already been scanned or are stored electronically at SHPO.
- 2.4 Develop a scanning plan:
 - 2.4.1 Outline the appropriate technical specifications (resolution, Optical Character Recognition [OCR], file format, etc.) for digital documents.
 - 2.4.2 Determine the file management system that will organize and allow access to the documents.
 - 2.4.3 Determine how to ensure public accessibility is maintained during and after scanning.
 - 2.4.4 Determine scanning schedule, requirements, and protocols for legacy files (current paper files), in process files, and new input (including digital documents from consultants).
 - 2.4.5 Develop QA/QC protocols for scanning workflow.
- 2.5 Participate in coordination meetings with MnDOT, SHPO, and the Architecture History Structures GIS QA/QC Project consultant to ensure that the GIS deliverables identified in the Architecture History Structures GIS QA/QC Project will meet the requirements for incorporation into the SHPO Historic Inventory Application effort. The coordination meetings will inform the methods and protocols developed for the Architecture History Structures GIS QA/QC Project.

Task 3: MIAC Portal Structure and Business Process

- 3.1 Define the structure and business processes that will be encapsulated within the MIAC Portal and MIAC collaboration application site. The MIAC Portal will be developed under MnDOT Agreement 1036273 with MnGeo. The MIAC collaboration application site will be developed under a non-MnDOT agreement with MNIT Services.
- 3.2 Develop a document outlining the structure and business processes for the MIAC Portal.
- 3.3 Develop an estimate of the ongoing yearly hosting cost for the MIAC Portal.
- 3.4 Develop a document outlining the structure and business processes that will be captured in the MIAC collaboration application site. Work document on the earmark for the MIAC collaboration application site development.

Task 4: Inter-Portal/Application Interactions

- 4.1 Attend meetings to discuss inter-portal/application interactions.

Task 5: SHPO Historic Inventory Application

- 5.1 Perform discovery and understand the entire SHPO historic inventory process, and its stakeholders, in order to identify and document the business problem and process workflow, analyze, and recommend solutions.
- 5.2 Conduct stakeholder engagement to discover, review, and agree on SHPO historic inventory problem statement to include and address the following:
 - 5.2.1 Review entire SHPO intake inventory workflow process (including form):
 - 5.2.1.1 Review current inventory intake process and reported pain points.
 - 5.2.1.2 Examine and document any external and/or internal to SHPO workflows that intersects with the end-to-end process of identifying, validating, and visualizing a historic inventory site.
 - 5.2.1.3 Identify all stakeholders to the SHPO inventory intake process. Including those that submit forms.
 - 5.2.1.4 Analyze the process.
 - 5.2.2 Review SHPO inventory legacy databases:
 - 5.2.2.1 Review and document the current workflow on the Historic Inventory, National Register, and Archaeology Database, and its pain point.
 - 5.2.2.2 Analyze and recommend sensible solution to the workflow and database problem.
 - 5.2.2.3 Identify other SHPO databases that are part of the business process (workflows not being documented).
 - 5.2.2.4 Provide technical data entry support to update inventory database.
 - 5.2.3 Review SHPO inventory spatial data viewer:
 - 5.2.3.1 Review and document the need and solution design for Map Viewer, to include shapefiles, Street View, plot map, parcels, database queries, and linkage to existing scanned documents.
 - 5.2.3.2 Document additional use cases for viewer tied to other SHPO business processes.
 - 5.2.3.3 Identify report viewer and query needs for viewer to underlying database.
 - 5.2.4 Conduct SHPO inventory spatial layer data discovery:

5.2.4.1 Discover, review, and document the need and solution design for the historic inventory spatial layer data. Include the value-added information such as: address points, historic identifier (#, date built.), and links to other relevant information.

5.2.4.2 Conduct technical design for integrating existing SHPO scanned documents with spatial layer.

Deliverables:

- Stakeholder matrix - a list of groups and stakeholders for each classification.
- Problem Statement Document.

5.3 Document the current workflows and validate with stakeholders:

5.3.1 Leverage existing discovery documentation.

5.3.2 Present initial workflow diagrams to each stakeholder group.

5.3.3 Clarify gaps identified or gaps to be closed in future work or in requirements documentation.

Deliverables:

- Workflow Diagram.
- Gap analysis document.

5.4 Produce high level solution recommendations:

5.4.1 Identify workflows that need updates and recommend technology solutions that won't negatively impact improved process.

5.4.2 Detail proposed solution options (present multiple if more than one is available with cost/benefit analysis).

5.4.3 Take other SHPO business processes into consideration so application recommendation is modular.

Deliverables:

- Technical recommendations will be brought to MnDOT and SHPO for discussion and final approval.
- Business case/cost-benefit analysis/feasibility - value proposition document.
- Combined stakeholder meeting to review recommendations and make decision on technology and/or workflows to be featured in requirements documentation.

5.5 Technical Scoping:

5.5.1 Conduct solution, workflows, and identify implementation.

Deliverables:

- Scope document (this document will show what will be in and out of scope).
- Solution design document.
- Combine all prior work products into requirements document. Include:
 - Problem Statement Document.
 - Stakeholder needs assessment and matrix.
 - Workflow diagram and gap analysis.
 - Business case/cost-benefit analysis/feasibility.
 - Solution and workflow recommendations:
 - o Will identify where future SHPO work may be added.
 - Implementation scope of work:
 - o Will only feature current scope tasked workflows.
 - Use Cases.
 - Cost:
 - o Only for current scope tasked workflows.

Task 6: Cultural Resource Library Structure and Business Process

6.1 Attend meetings to discuss cultural resource library structure and business process.

PROJECT SCHEDULE

Task:	Date:
1:	June 30, 2020
2:	January 9, 2020
3:	February 6, 2020
4:	November 5, 2019
5:-	June 30, 2020
6:	December 31, 2019

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Direct Labor Costs

Task	Data Entry	Advanced GIS	Business Analyst	Project Manager	SME	Total
Task 1						
Project Management and Administration	0	0	0	582	0	582
Task 2						
Support SHPO Portal Phase II	0	0	166.5	0	0	166.5
Task 3						
MIAC Portal Structure and Business Process	0	0	137	0	0	137
Task 4						
Inter-Portal/Application Interactions	0	0	10	0	0	10
Task 5						
SHPO Historic Inventory Application	208	65	591	0	85	949
Task 6						
Cultural Resource Library Structure and Business Process	0	0	1	0	0	1
Total Hours	208	65	905.5	582	85	1846
Fixed Hourly Rate	\$ 62.60	\$ 95.70	\$ 95.70	\$ 95.70	\$ 95.70	
Total Direct Labor Costs:	\$ 13,020.80	\$ 6,220.50	\$ 86,656.35	\$ 55,697.40	\$ 8,134.50	\$ 169,729.55

Direct Expense Costs (must provide documentation)

Description	Cost
Miscellaneous	\$ 270.45
Total Direct Expenses	\$ 270.45

TOTAL CONTRACT AMOUNT

\$ 170,000.00

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Project Identification: LRS Mapping System Support

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and MN.IT Services (“MN.IT”), Minnesota Geospatial Information Office (“MnGeo”).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on June 30, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9025.
- 2.2 MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$129,349.80.

4 Conditions of Payment

- 4.1 All services provided by MnGeo under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo must create and enter an invoice in SWIFT.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:
 - Name/Title: Ron Bisek, Contract Administrator (or his/her successor)
 - Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
 - Telephone: 651-234-7057
 - E-Mail: ron.bisek@state.mn.us
- 5.2 MnDOT’s Project Manager will be:
 - Name/Title: Nathan Drews (or his/her successor)
 - Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
 - Telephone: 651-234-7014
 - E-Mail: nathan.drews@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Daniel Ross, Chief Geographic Information Officer (or his/her successor)
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MN.IT

Signed: _____
Title: **Procurement Director**
Date: **8/21/2019**

DocuSigned by:
Tracy Gerasch
ID: 075AF6441...

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Exhibit A

Scope of Work

A. MnGeo deliverables, duties and responsibilities:

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for staff from the MnDOT Office of Traffic Engineering (OTE) team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, any budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The total obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties, however hours may be shifted between tasks as necessary after discussion with OTE's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

Task 1: Support of mapping applications and ongoing OTE data updates

As part of the OTE "FY18 OTST LRS Mapping and support" project with MnGeo, datasets were created to support OTE work including intersections, interchange and city-to-city sections. Additionally, crash data were processed and attributed to meet OTE's needs. MnGeo also set up Esri Portal and Esri Insights software and supporting server and database components to provide an environment to support OTST's mapping analysis needs.

Deliverables:

This project agreement will support ongoing updates to Portal and Insights mapping environment and ongoing data updates to support OTE's work. Within the constraints of this task's budget, and in consultation with OTE's primary contact, MnGeo will provide the following services:

1. Crash location updates, update of reference layers as needed, automated processing of crash data to provide "value-added" data, maintenance and support of Insights, CrashMART and other mapping or data tasks as requested.
2. Updates of the intersections, interchange and city-to-city sections datasets (2 updates/year)

Task 2: Project Administration and Business Analysis

Deliverables:

Within the constraints of this task's budget, and in consultation with OTE staff, MnGeo will provide the following services:

1. Monthly meetings with OTE staff will be scheduled by MnGeo to review progress and discuss work requested by OTE and any issues that may have arisen.
2. General project administration services including contract modifications, basic project design and business analysis, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving and future service authorization estimating and creating.
3. General business analysis services will be provided as needed and include defining, analyzing and documenting requirements, identifying business needs and determining solutions, and identifying potential process improvements.
4. Task 2 costs will be billed as incurred.

Task 3: Managed Hosting - System Maintenance and Infrastructure**Deliverables:**

1. Provide geospatial hosting infrastructure
2. Provide system maintenance

Infrastructure:

Dedicated geospatial hosting to support the minimum requirements for the Esri Portal and Insights software, supporting databases and data processing environments. For the purposes of this project, it is assumed that the production and development infrastructure will be available for 12 months of FY20.

MnGeo will provide the following ongoing services:

1. Provide a secure, reliable platform for hosting and deploying OTE's GIS data, web services, and applications, including CrashMART. This includes problem solving, periodic software and system upgrades. New applications and services will be evaluated as needed against the capabilities of the infrastructure deployed.
2. Ensure system performance, provide adequate data storage and server resources for the system. Application performance will be assessed during testing in order to use results as a benchmark for consistent, periodic performance testing.
3. Address any reported issues.
4. Answer questions as appropriate
5. MnGeo will coordinate with MNIT Managed Hosting regular OS patching and updates.
6. Infrastructure costs will be billed monthly. System maintenance and administration will be billed as incurred.

Expectations:

1. Within normal business hours, MnGeo will acknowledge system operational problems within one hour identified by OTE staff and reported to MnGeo through OTST's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by OTE staff and reported to MnGeo through OTE's primary contact. MnGeo staff will keep OTE's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide OTE with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise OTE of potential problems associated with these changes. MnGeo will follow IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. OTE staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide OTE with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through OTE's primary contact.
6. If additional resources are required for the OTE environment specifically because of OTE deployments or at a request for additional resources by OTE's primary contact, OTE's infrastructure costs will be increased accordingly.

System Maintenance:

System maintenance has been separated from the infrastructure costs and will be assessed each month. System maintenance is assessed at approximately 40 hours per server per year.

System maintenance will be assessed each month.

Timeline: Products and services will be provided throughout the duration of the agreement.

B. MnDOT OTE deliverables, duties and responsibilities:

Under the terms of this agreement, OTE will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OTE staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OTE's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

**Exhibit B
Budget**

Overall breakdown	ITS Category	Hours	FY20 Rates	Charges
GIS - Basic	SWPP, ITS2	500	\$62.60	\$31,300.00
GIS - Intermediate	ITS3	250	\$80.60	\$20,150.00
GIS - Advanced	ITS4, ITS5, Supervisor and Director	814	\$95.70	\$77,899.80
Staffing Hours Total:		1,564		\$129,349.80

AMENDMENT NO. 1 TO MnDOT CONTRACT NO. 1034976

Contract Start Date: August 27, 2019	Original Contract Amount:	\$ 129,349.80
Original Contract Expiration Date: June 30, 2020	Previous Amendment(s) Total:	\$ N/A
Current Contract Expiration Date: June 30, 2020	Current Amendment Amount:	\$ 36,000.00
New Contract Expiration Date: N/A	Total Amended Contract Amount:	\$ 165,349.80

Federal Project Number: N/A
State Project Number (SP): N/A
Trunk Highway Number (TH): N/A
Project Identification: LRS Mapping System Support

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

RECITALS

1. State has a contract with MN.IT MnGEO identified as MnDOT Contract Number 1034976 ("Original Contract"). This contract provides professional services to the MnDOT Office of Traffic Engineering Unit to support its data processes to analyze intersections and mapping needs.
2. The contract is being amended to include the necessary hosting costs in the budget.
3. State and MN.IT MnGEO are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck-out~~ and the added contract terms will be **bolded** and underlined.

REVISION 1. Subarticle 1.3 is amended as follows:

- 1.3 Exhibits: Exhibits A and **B-1** are attached and incorporated into this agreement.

REVISION 2. Subarticle 3.1 is amended as follows:

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit **B-1**.

REVISION 3. Subarticle 3.2 is amended as follows:

- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$129,349.80 **165,349.80**.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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MnDOT ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MN.IT

Signed: _____
Title: **Procurement Director**
Date: **9/30/2019**

DocuSigned by:

Tracy Gerasch

58BF08075AF6441...

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Exhibit B-1 Budget

Staffing Breakdown

Overall breakdown	ITS Category	Hours	FY20 Rates	Charges
GIS - Basic	SWPP, ITS2	500	\$62.60	\$31,300.00
GIS - Intermediate	ITS3	250	\$80.60	\$20,150.00
GIS - Advanced	ITS4, ITS5, Supervisor and Director	814	\$95.70	\$77,899.80
Staffing Hours Total:		1,564		\$129,349.80

Non-Staffing Breakdown

Category	Description			Charges
Non-Staffing	Managed Hosting			\$36,000.00
Non-Staffing Charges Total:				\$36,000.00

Cost Summary

Product Code	Description	Total
8PSMG1, 8PSMG2, 8PSMG3	Staffing	\$129,349.82
8MGEO5	Non-Staffing	\$36,000.00
Total Staffing & Non-Staffing Costs		\$196,349.80



MnDOT Contract Number: 1034976

AMENDMENT NUMBER 2 TO MnDOT CONTRACT NUMBER: 1034976

Contract Start Date: August 27, 2019	Original Contract Amount:	\$129,349.80
Original Contract Expiration Date: June 30, 2020	Previous Amendment(s) Total:	\$36,000.00
Current Contract Expiration Date: June 30, 2020	Current Amendment Amount:	\$0.00
New Contract Expiration Date: August 31, 2020	Total Amended Contract Amount:	\$165,349.80

Project Identification: LRS Mapping System Support

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo")

RECITALS

1. State has a contract with MN.IT MnGeo identified as MnDOT Contract Number 1034976 ("Original Contract"). This contract provides professional services to the MnDOT Office of Traffic Engineering Unit to support its data processes to analyze intersections and mapping needs.
2. This contract is being amended to provide additional time necessary to complete the project.
3. State and MN.IT MnGeo are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

REVISION 1. Subarticle 1.2 is amended as follows:

1.2 Expiration Date: This agreement will expire on ~~June 30, 2020~~ **August 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

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MnDOT Contract Number: 1034976

STATE ENCUMBRANCE VERIFICATION

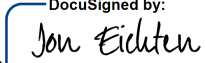
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

MN.IT

MN.IT certifies that the appropriate person(s) have executed the amendment on behalf of MN.IT as required by applicable articles, bylaws or resolutions.

Signed:  EDA8221B8A3441F...

Title: Deputy Commissioner

Date: 6/24/2020

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:



MAD Project Number: 2020-026

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation- CVO

MAD Contact: Barbara Tuckner

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts – 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$66,260.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation-CVO (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it would provide consulting services to provide one-on-one coaching for up to eight persons and conduct two Action Learning sessions.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner

Requesting Agency: Deb Ledvina

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 472 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$180.00 for MBTI Assessments. The total amount the Division will invoice under this agreement shall not exceed \$66,260.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective July 6, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.


10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: 
Title:	Title: <i>Asst. Director</i>
Date:	Date: <i>7/15/15</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-026

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation-CVO**, has an interagency agreement identified as **2020-026** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective July 6, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2020~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



Grant Agreement

Page 1 of 3

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101	Grant Program: 2020 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Conference Project No.: 20-06-06 Grant Agreement No.: A-CONFR20-2020-MNDOT-004
Grantee: Minnesota Department of Transportation Office of Traffic Safety and Technology 395 John Ireland Blvd. St. Paul, MN. 55155	Grant Agreement Term: Effective Date: October 1, 2019 Expiration Date: September 30, 2021
Grantee's Authorized Representative: Ronald Bisek, Contract Administrator Department of Transportation 1500 W County Road B2, MS 725 Roseville, MN 55113 (651) 234-7057 Ron.bisek@state.mn.us	Grant Agreement Amount: Original Agreement \$475,610.00 Matching Requirement \$ 0.00
State's Authorized Representative: Gordy Pehrson, Grant Coordinator 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101 Phone: (651) 201-7072 Email: Gordy.pehrson@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN17 State Funding: None Special Conditions: Attached and incorporated into this grant agreement. See page 3*.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Conference Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2020 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Conference Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Agreement

Page 2 of 3

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Nichole Alberg
Date: 9/19/19

Grant Agreement No. A-CONFR20-2020-MNDOT-004

PO No. 3-61911

2.a GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: Brian Sorenson
Print Name: BRIAN SORENSON
Title: Traffic Engineering Office Director
Date: 8/27/19

Signed: Holly Folkers
Print Name: Holly Folkers
Title: _____
Date: _____

Signed: Kyle Fisher
Print Name: _____
Title: _____
Date: _____

3. ~~STATE AGENCY~~ 2b. GRANTEE

Signed: Amr Jabr Digitally signed by Amr Jabr
Title: Amr Jabr Date: 2019.09.13 07:37:43
Date: _____

3. STATE AGENCY

Signed: Deputy Director
Title: Deputy Director
Date: 9/19/19

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Special Conditions:

\$228,270.00 is available from October 1, 2019 to September 30, 2020.

\$247,340.00 is available from October 1, 2020 to September 30, 2021.

The funds are only available to the Grantee to spend upon receipt of approval of funds from National Highway Traffic Safety Administration.

2020 NHTSA Funding RFP - TZD Conference

Organization: Transportation, Department of (MNDOT)

EXHIBIT A
MnDOT Contract No. 1035267
A-CONFR20-2020-MNDOT-004

Budget Summary

FFY20				
Budget Category	State Reimbursement	Local Match		
Contracted Services				
2019-2020 TZD Conference Planning & Delivery	\$228,270.00	\$0.00		
Total	\$228,270.00	\$0.00		
Total	\$228,270.00	\$0.00		
FFY21				
Budget Category	State Reimbursement	Local Match		
Contracted Services				
2020-2021 TZD Conference Planning & Delivery	\$247,340.00	\$0.00		
Total	\$247,340.00	\$0.00		
Total	\$247,340.00	\$0.00		
Total	\$475,610.00	\$0.00		



MAD Project Number: 2020-067 **INTERAGENCY AGREEMENT** **for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Melinda Czaia

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$68,460.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
 Number/Date/Entry Initials

Order: _____
 Number/Date/Signatures
*[Individual signing certifies that funds
 have been encumbered as required by
 Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation – Intrastate Special Transportation Services (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Melinda Czaia

Requesting Agency: Deb Ledvina

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 489 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$68,460.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective September 2, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until September 1, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Aug 27, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

Minnesota Department of Transportation – Intrastate Special
Transportation Services Rules Facilitation
August 13, 2019

Proposal prepared by:

Melinda Czaia

651-259-3812

Melinda.czaia@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

Minnesota Department of Transportation (MNDOT) is undertaking the updating of the Minnesota Intrastate Special Transportation Services Rules, which govern the operating standards for transportation of the elderly and disabled in special transportation service vehicles, including the safety of the clients transported, and the training and qualifications of the transportation providers. In order to understand the current context in which the special transportation services operates, MNDOT is seeking input from the affected stakeholder communities.

MNDOT has contacted MAD to provide consulting services with the goal of obtaining input and recommendations from stakeholders (such as riders and their families, providers, drivers, advocacy workers, health insurance companies, the Department of Human Services (DHS), MNDOT, and third-party payers), on the major issues and changes wanted for the operating standards for special transportation services in the state of Minnesota.

Products

MAD will prepare a report which summarizes the major issues and major changes wanted by the advisory committee, focus groups, and other stakeholders, and the engagement and advisory process.

Activities, Timeline, and Project Costs

The overall timeline for the project would be August 20, 2019 (or when the interagency agreement is signed) through September 30, 2020. If the interagency agreement is not signed by August 20, 2019, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Planning <ul style="list-style-type: none">Review of relevant background materialsDevelop project planDevelop and attend planning meetings with client	55
Advisory committee <p>Establish and facilitate an advisory committee with members representing the perspectives of all stakeholders. Meetings would take place approximately every other month for an approximate total of six meetings, with the goal of bringing diverse stakeholders together to identify issues facing special transportation services, and discuss benefits and implications of potential solutions or changes to the rules. Facilitation may also include advisory meetings to review the draft of the revised rules prepared by MNDOT. Specific work on the advisory committee could entail:</p> <ul style="list-style-type: none">Review and provide consultation to MNDOT on the selection of committee members to ensure all sectors affected by the rules are invited	171

Activities	Hours
<ul style="list-style-type: none"> Carry out initial interviews with up to two advisory group member to identify unique perspectives and interests to inform design on advisory committee Prepare invitations to the members Develop agendas Provide logistics, set up, and preparation for the meetings Facilitate advisory committee meetings every other month Provide notes and summaries of each meeting 	
Additional stakeholder engagement/input components <ul style="list-style-type: none"> <u>Sub-groups:</u> Design and facilitate up to six advisory committee sub-groups representing like sectors, such as riders and their families, and advocacy workers; health insurance providers, DHS, counties, and third-party payers; and drivers and providers, to explore details of specific rules affecting their respective topical areas <p>Consultation includes documentation of meetings and analysis of findings.</p>	138
Summary documentation <p>Prepare a summary document that outlines the engagement and advisory process and major issues and major changes wanted by the advisory committee, focus groups, and other stakeholders.</p>	50
Subtotal	414
Project management, including client communication (18%)	75
Estimated expenses: Travel with lodging, mileage and rental car costs	0
Total hours	489
Total costs: (489 hours times \$140)	\$68,460

Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact is William Jensen-Kowski. The MAD project lead would be Melinda Czaia; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would:

- Work with MAD to identify advisory committee members and sub-group members.
- Participate in the advisory committee meetings and consult on the development of the agendas.
- Draft the rules and manage rule-making process.
- Provide reasonable accommodations to participants if needed.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data.

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-067

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2020-067** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **3 & 5** of the original contract shall be amended to read:

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~489~~ 374 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$68,460.00~~ \$52,360.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

5. Effective Dates:

This agreement is effective September 2, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~September 1, 2020~~ March 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

**STATE OF MINNESOTA
INTERAGENCY CONTRACT**

Federal Project #: NA

State Project (SP) #: NA

Trunk Highway (TH) #: NA

Project Identification: FY '20-'24 Interagency Wetland Mitigation Agreement

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Board of Water and Soil Resources ("BWSR").

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A is attached and incorporated into this Contract.

2. Recitals

- 2.1 Under Minnesota Rules Chapter 8420, BWSR is responsible for providing wetland replacement for certain qualifying local public road projects that impact wetlands and MnDOT is responsible for providing replacement for wetland impacts associated with DOT projects. Wetland replacement is typically also required for many of these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers ("Corps").
- 2.2 BWSR established the Local Government Road Wetland Replacement Program (LGRWRP) in 1996 in accordance with statutory obligations to meet the wetland replacement needs of local road authorities for certain qualifying projects.
- 2.3 MnDOT historically established wetland banks to meet the wetland replacement needs for state transportation projects.
- 2.4 Previous interagency agreements between MnDOT and BWSR established a partnership, referred to as the Cooperative Wetland Replacement Partnership (CWRP), to collaborate and create efficiencies in the state's provision of wetland replacement for public road projects in Minnesota.
- 2.5 BWSR and MnDOT are currently committed to continuing to work together to efficiently provide wetland replacement for public road projects through shared procurement processes, technical expertise, etc.
- 2.6 Currently, MnDOT and BWSR provide wetland replacement either by establishing wetland banks that generate wetland credits or by purchasing wetland credits from existing privately-owned wetland banks. An alternative method for satisfying wetland replacement requirements, through a purchase of credits from an In-Lieu Fee Program (ILFP), is currently under development by BWSR and expected to become available for both BWSR and MnDOT use in calendar year 2020.
- 2.7 The LGRWRP has an outstanding debt owed to MnDOT as a result of previous cooperative efforts to establish and maintain the CWRP. Exhibit A depicts the current value of the outstanding debt.

3. Duties of the Parties

3.1 BWSR Duties.

- 3.1.1 BWSR will provide wetland credits for MnDOT's use through purchases of wetland bank credits approved for use under the Wetland Conservation Act and the Section 404 permitting program (hereafter referred to as "approved credits"), development of wetland banks that will produce approved credits, or the ILFP in response to MnDOT specified needs throughout the period of this agreement.
- 3.1.2 BWSR will consult with MnDOT in the targeting and selection of wetland bank sites and make all reasonable efforts to identify opportunities for both MnDOT and LGRWRP wetland bank credit purchases and wetland bank development projects to accommodate the anticipated wetland replacement needs of both the LGRWRP and MnDOT.
- 3.1.3 For wetland credit purchases, BWSR will provide MnDOT a written cost estimate for each proposed wetland credit purchase. BWSR will proceed with the credit purchase after receiving written approval of the estimate from MnDOT and will invoice MnDOT for the amount specified in the approved cost estimate.
- 3.1.4 For development of wetland banks, BWSR will provide a cost estimate for the project by task (including, as appropriate, design and review, easement payments, construction activities, monitoring, fees and contributions, post construction management activities, etc.). BWSR will proceed with project development tasks after receiving written approval of the estimate from MnDOT and will invoice MnDOT periodically through the process as funds are needed to complete project tasks.
- 3.1.5 As LGRWRP funding allows, BWSR will make all reasonable efforts to pay back the LGRWRP debt to MnDOT through transfers of credits in LGRWRP bank accounts and any other means agreeable to both agencies. BWSR will respond to MnDOT requests for debt repayment in writing and may deny a request to transfer particular LGRWRP credits to MnDOT accounts with cause if the credits are necessary to meet LGRWRP needs. Transfer of credits from LGRWRP to MnDOT accounts will reduce the outstanding debt. The value of transferred credits will be based on the full cost to establish those particular credits.
- 3.1.6 BWSR will provide an annual summary of the status of BWSR's debt to MnDOT.

3.2 MnDOT Duties.

- 3.2.1 MnDOT will provide funds in an amount not to exceed \$12,500,000 for purchases of approved wetland bank credits, development of wetland banks, and use of the ILFP.
- 3.2.2 MnDOT will provide a forecast of wetland credit needs for fiscal years FY '21 through FY '24 no later than May 31 of the preceding fiscal year so that BWSR can incorporate credit acquisition and credit development tasks into its annual spending plan.
- 3.2.3 Any MnDOT request for credits will be in writing in a form agreeable to both agencies.

4. Consideration and Payment

- 4.1 The total obligation of MnDOT for all compensation and reimbursements to BWSR for the services provided under this Contract will be an amount not to exceed \$12,500,000.
- 4.2 BWSR will not initiate credit acquisition or wetland bank development for MnDOT use until MnDOT has provided written approval of each transaction, and the commitment to provide funding in the amount necessary to acquire or develop the credits has been provided to BWSR.

5. Conditions of Payment

- 5.1 All services provided by BWSR under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 5.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving BWSR invoices for services performed or scheduled to be performed, in cases where funds will be provided in advance. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify BWSR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay BWSR within 30 days of receipt of such invoice.
- 5.3 BWSR must create and enter an invoice in SWIFT for each transaction after the transaction's approval by MnDOT, in accordance with Section 4.2. Invoices must be sent to MnDOT's Project Manager.
- 5.4 MnDOT will make payment using the bilateral netting process in SWIFT.

6. Contract Personnel

- 6.1 MnDOT's Authorized Representative will be:

Name: Marni Karnowski or his/her successor.
Title: Chief Environmental Officer
Street Address: 395 John Ireland Blvd., MS #620
City, State, Zip: Saint Paul, MN 55155
Telephone: 651-366-3602
Email: marni.karnowski@state.mn.us

- 6.2 MnDOT's Project Manager will be the contact for technical issues. MnDOT's Project Manager will be:

Name: Beth Brown or successor.
Title: Environmental Program Specialist
Street Address: 395 John Ireland Blvd., MS #620
City, State, Zip: Saint Paul, MN, 55155
Telephone: 651-366-4297
Email: elizabeth.a.brown@state.mn.us

- 6.3 BWSR's Authorized Representative will be:

Name: Tim Smith or successor.
Title: Wetland Mitigation Coordinator
Street Address: 520 Lafayette Road North
City, State, Zip: Saint Paul, MN 55155
Telephone: 651 600-7554
Email: tim.j.smith@state.mn.us

7. Amendments

- 7.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

8. Liability

- 8.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

9. Termination

- 9.1 Either party may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

- 9.2 Termination for Insufficient Funding. MnDOT may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to BWSR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, BWSR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide BWSR notice of the lack of funding within a reasonable time of MnDOT's receipt of that notice.
- 9.3 Suspension. MnDOT may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by BWSR during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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BWSR

BWSR certifies that the appropriate person(s) have executed the contract on behalf of the Other Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]
 Title: Chief Financial Officer
 Date: 10-04-19

By: [Signature]
 Title: Assistant Director
 Date: 10-4-19

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Marcia
 Title: Guerra
 Date: 2019.10.18 10:34:23 -05'00'

SWIFT Contract # 167743

SWIFT Purchase Order # 3000504074

COMMISSIONER OF TRANSPORTATION

Nancy
Daubenberger

Digitally signed by Nancy
Daubenberger
Date: 2019.10.18 15:31:12 -05'00'

By: _____
 Title: Assistant Commissioner
 Date: _____

MNDOT CONTRACT MANAGEMENT

By: [Signature]
 Date: 10/28/2019

Exhibit A

LGRWRP MNDOT Debt Repayment

Debt repayment based on outstanding amount of \$1,701,476 on 1 November 2016

Date	LRWRP Bank	Credit Amt	Credit Type	Credit value	Total	Cumulative Total	BWSR Debt	Bsulto App Number	Notes
9-Nov-16	Schramel	2.0000	fresh wet meadow	\$12,383.00	\$24,766.00	\$24,766.00	\$1,676,710.00	9897T	Credits transfered to MNDOT account 1620
9-Nov-16	Schramel	3.0000	shrub-carr	\$12,383.00	\$37,149.00	\$61,915.00	\$1,639,561.00	9897T	Credits transfered to MNDOT account 1620
22-Feb-17	Reed	6.78	fresh wet meadow	\$17,265	\$117,056.70	\$178,971.70	\$1,522,504.30	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.4495	shrub-carr	\$17,265	\$25,025.62	\$203,997.32	\$1,497,478.68	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.2605	hardwood swamp	\$17,265	\$21,762.53	\$225,759.85	\$1,475,716.15	xxxxx	Eagles Nest project - direct debit, no transfer
20-Nov-17	Reed	1.25	shrub-carr	\$17,265	\$21,581.25	\$247,341.10	\$1,454,134.90	10452T	Credits transfered to MNDOT account 1639
20-Nov-17	Reed	1.25	fresh wet meadow	\$17,265	\$21,581.25	\$268,922.35	\$1,432,553.65	10452T	Credits transfered to MNDOT account 1639

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Project Identification: LRS Mapping System Enhancements

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and MN.IT Services (“MN.IT”), Minnesota Geospatial Information Office (“MnGeo”).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on January 31, 2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9025.
- 2.2 MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$199,996.00.

4 Conditions of Payment

- 4.1 All services provided by MnGeo under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo must create and enter an invoice in SWIFT.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:
 - Name/Title: Ron Bisek, Contract Administrator (or his/her successor)
 - Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
 - Telephone: 651-234-7057
 - E-Mail: ron.bisek@state.mn.us
- 5.2 MnDOT’s Project Manager will be:
 - Name/Title: Nathan Drews (or his/her successor)
 - Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
 - Telephone: 651-234-7014
 - E-Mail: nathan.drews@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Daniel Ross, Chief Geographic Information Officer (or his/her successor)
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MN.IT

DocuSigned by:
Tracy Gerasch
58BF08075AF6441...

Signed: _____

Procurement Director

Title: _____

12/12/2019

Date: _____

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Exhibit A Scope of Work

A. MnGeo deliverables, duties and responsibilities:

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for staff from the MnDOT Office of Traffic Engineering (OTE) team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, any budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The total obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties, however hours may be shifted between tasks as necessary after discussion with OTE's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

Task 1: Enhancements of Mapping Applications and Data to Support OTE Needs

As part of the OTE "FY18 OTST LRS Mapping and support" project with MnGeo, datasets were created to support OTE work including intersections, interchange and city-to-city sections. Additionally crash data were processed and attributed to meet OTE's needs. MnGeo also set up Esri Portal and Esri Insights software and supporting server and database components to provide an environment to support OTE's mapping analysis needs.

Deliverables:

This project agreement will support enhancements to both data and web applications within the Esri Insights and Portal environment to support OTE's work. Within the constraints of this task's budget, and in consultation with OTE's primary contact, MnGeo will support the following services:

1. Update CrashMART tool with new functionality such as improving query and filter user interface windows and adding trunk highway mileposts to basemap.
2. Creation of new dataset (sections - roadway characteristics) and share the data with DOT Business Intelligence (BI) system, Insights, and CrashMART
3. Creation of new "area of influence" dataset
4. Addition of new "focus area" attributes to crash data
5. Other new datasets and/or functionality in CrashMART to be determined and defined by DOT.

Task 2: Project Administration and Business Analysis

Deliverables:

Within the constraints of this task's budget, and in consultation with OTE staff, MnGeo will provide the following services:

1. Monthly meetings with OTE staff will be scheduled by MnGeo to review progress and discuss work requested by OTE and any issues that may have arisen.
2. General project administration services including contract modifications, basic project design and business analysis, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
3. General business analysis services will be provided as needed and include defining, analyzing and documenting requirements, identifying business needs and determining solutions, and identifying potential process improvements.
4. Task 2 costs will be billed as incurred.

B. MnDOT OTE deliverables, duties and responsibilities:

Under the terms of this agreement, OTE will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OTE staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OTE's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

Exhibit B
Budget

Overall breakdown	ITS Category	Hours	FY20 Rates	Charges
GIS - Basic	SWPP, ITS2	200	\$62.60	\$12,520.00
GIS - Intermediate	ITS3	450	\$80.60	\$36,270.00
GIS - Advanced	ITS4, ITS5, Supervisor and Director	1,580	\$95.70	\$151,206.00
Staffing Hours Total:		2,230		\$199,996.00



Grant Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 St. Paul, MN 55101	Grant Program: 2020 Regional Coordinators Toward Zero Deaths Project No.: 20-06-07 Grant Agreement No.: A-COORD20-2020-MNDOT-002
Grantee: Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Rd. B-2 Roseville, Minnesota 55113-0000	Grant Agreement Term: Effective Date: October 1, 2019 Expiration Date: September 30, 2020
Grantee's Authorized Representative: Ron Bisek Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Rd. B-2 Roseville, Minnesota 55113-0000 Phone: (651) 234-7057 Email: ron.bisek@state.mn.us	Grant Agreement Amount: Original Agreement \$ 230,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Shannon Ryder 445 Minnesota Street, Suite 1620 St. Paul, MN 55101 Phone: 651-201-7082 Email: shannon.ryder@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN17 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 Regional Coordinators Toward Zero Deaths Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 1620, St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2020 Regional Coordinators Toward Zero Deaths Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Agreement

Page 2 of 2

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Nicole AlbergDate: 12/17/19**3. STATE AGENCY - DPS**Signed: [Signature]

(with delegated authority)

Title: DirectorDate: 12-10-2019

Grant Agreement No. A-COORD20-2020-MNDOT-002

PO No. 3-63382

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: [Signature]

Print Name: Brian Sorenson

Title: State Traffic Engineer

Date: 11/6/19

MnDOT Contract Management

Signed: _____

Print Name: Kyle Fisher

Title: _____

Date: _____

MnDOT Grants Management

Signed: _____

Print Name: Holly Folkers

Title: _____

Date: _____

Digitally signed by Kyle

Fisher

Date: 2019.11.15 08:23:33

-06'00'

Distribution: DPS/FAS

Grantee

State's Authorized Representative

Digitally signed by Holly

Folkers

Date: 2019.11.14 16:43:24

-06'00'

2020 NHTSA Funding RFP - TZD Regional Coordination

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Out of State Travel to Conferences			
Travel for MnDOT Regional TZD Coordinators	\$14,000.00	\$0.00	
Total	\$14,000.00	\$0.00	
Salaries & Fringe			
Funding for MnDOT Regional TZD Coordinators	\$216,000.00	\$0.00	
Total	\$216,000.00	\$0.00	
Total	\$230,000.00	\$0.00	

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *November 19, 2019* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Allison McGuire or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Nicole Resz

Date: 11-21-19

Purchase Order No.: 3000509316

3. DEPARTMENT OF TRANSPORTATION

By: Melissa Brauer
(with delegated authority)

Title: Asst. Director, Consultant Serv.

Date: 11/21/19

2. MINNESOTA MANAGEMENT & BUDGET

By: David Moore
(With delegated authority)

Title: Chief Financial Officer

Date: 11-22-2019

4. MNDOT CONTRACT MANAGEMENT

BY/DATE: **Kyle Fisher** Digitally signed
by Kyle Fisher
Date: 2019.11.21
15:39:52 -06'00'

MAD Project Number: 2020-121

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation- Operations, Market Research

MAD Contact: Ashley Johnson

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$29,680.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation-Operations, Market Research (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Ashley Johnson

Requesting Agency: Laurie Ryan

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 212 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$29,680.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective December 16, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Laurie Ryan. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Dec 11, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

MnDOT—Manufacturers' Perspective District 3
December 11, 2019

Proposal prepared by:

Ashley Johnson
(651) 259-3821

ashley.johnson@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Minnesota Department of Transportation (MnDOT) is conducting a study of manufacturers' perspectives on Minnesota's transportation system in MnDOT District 3. District 3 serves 12 counties and encompasses the Central region of the state, with its headquarters in Baxter. Other cities in District 3 include Pine River, Long Prairie, Sauk Centre, Buffalo, Monticello, and Mora.

The study approach closely mirrors previous projects in MnDOT Districts 1, 2, 4, 6, 7, 8 and Metro Phase I. Through face-to-face interviews with businesses, MnDOT is collecting information on transportation needs and building relationships with economic development professionals and businesses. Information gleaned from interviews will help MnDOT understand the needs and priorities of businesses in District 3 and contribute to near-term project planning to support regional economic vitality.

MnDOT has asked Management Analysis and Development (MAD) to provide data management and coding services in Phase II of the project. MnDOT may ask MAD to provide analysis, reporting, and data sharing services in Phase III of the project. MnDOT is currently working with another vendor to schedule interviews and collect data. Other project partners include economic development organizations (EDOs) within District 3 and the State and Local Policy Program (SLPP) at the Humphrey School of Public Affairs.

This project is part of an ongoing effort by MnDOT to understand the perspectives of manufacturers throughout the State of Minnesota. MAD and SLPP are continuing partners in this effort.

Products

1. Create a Dedoose file for District 3 data, including uploading interview notes, descriptors, and codes.
2. Create a descriptors Excel file in a format that matches past district's descriptors files.
3. Code all District 3 interviews.
4. Develop and vet an analysis plan for District 3 data.
5. Develop preliminary findings.

Activities, Timeline, and Project Costs

The overall timeline for Phase II of the project would be December 16, 2019 (or when the interagency agreement is signed) through June 30, 2020, though MAD anticipates that project work would be completed for Phase II in April 2020. If the interagency agreement for Phase II is not signed by December 16, 2019, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

MAD anticipates that the project would follow the approximate timeline outlined below. If client needs or project circumstances lead to alterations in these approximate dates, MAD would work with the client to adjust the overall schedule accordingly.

- January –February: Create a Dedoose file, create a descriptors Excel file in a format that matches past district’s descriptors files, code all District 3 interviews
- Early March – mid-March: Develop an analysis plan for District 3 data
- Mid-March – early April: Preliminary analysis and theming, develop report outline

Phase II Activities (FY20 Funding)	Hours
Documentation from interviews. Review 125 interview transcripts for descriptors data to create formatted descriptors spreadsheet and Dedoose file. Hours assume that MAD staff will not check interview notes for quality (e.g., level of detail, clarity) for coding and analysis purposes; notes will be checked by MnDOT staff and/or another vendor for quality.	10
File creation. MAD staff will create two types of files to support project work: <ul style="list-style-type: none"> • Dedoose coding and analysis file • Descriptors Excel file in a format that matches past district’s descriptors files 	10
Code interview data. MAD staff will develop a coding structure and code 125 interview transcripts. Data must be coded during Phase II in order to provide preliminary findings to inform the district’s freight plan, and to produce the final action items spreadsheet quickly in Phase III.	125
Develop an analysis plan for District 3 data. Analysis of District 3 data will be more complex than previous districts as different guides were tailored for different geographies (i.e., urban, rural) and guides were revised after initial use with some businesses. Development of an analysis plan occurs after coding of interview data to allow MAD staff the opportunity to become more familiar with the data before proposing an analysis method.	20
Preliminary findings. MAD staff will develop high-level preliminary findings early in the analysis process to inform the district’s freight plan as soon as possible. Preliminary findings will also drive the outline of the report.	15
Subtotal	180
Project management, including client communication (18%)	32
Total hours	212
Total costs: (212 hours times \$140)	\$ 29,680

Optional Future Consulting

If MnDOT selects MAD to work on Phase III of the project, the overall timeline would be June 1, 2020 (or when the interagency agreement is signed) through October 31, 2020. If the interagency agreement for Phase III is not signed by June 1, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs. MAD may also begin working on activities outlined below earlier than June 1, 2020, if efficiencies are found in Phase II, or if additional FY20 funds become available.

MAD anticipates that the project would follow the approximate timeline outlined below. If client needs or project circumstances lead to alterations in these approximate dates, MAD would work with the client to adjust the overall schedule accordingly.

- Early June – mid-June: Creation of the final action items spreadsheet
- Early June – late-July: Complete analysis and report drafting
 - Late July – mid-August: MnDOT District 3 and Central Office staff review report
- Mid-August – late August: Revise report based on client and district feedback
- Early September – mid-September: Develop presentations and meetings to share study findings
- Late September – early October: Share study findings, which may include a report-out meeting and implementation meeting(s), and perform final project tasks, such as adding District 3 data to the All District Database in Dedoose

Phase II Activities (FY21 Funding)	Hours
Final action items spreadsheet. A final action items spreadsheet will be developed for the district, using coded interview data from Phase II. The final action items spreadsheet will include both short- and long-term action items.	25
Summarize research findings. Summarize research findings and provide recommendations through the lenses of transportation and economic development. Estimate includes development of spotlights to highlight priority areas for the district and working with district staff to develop the early benefits section of the report.	160
Revise report. MAD staff will provide a final, public-ready report.	60
Share study findings. This may include preparing presentation(s) of study findings and facilitating implementation meetings. Hours assume travel to meetings in the District.	75
Complete final project tasks. Add District 3 data to the All District Database in Dedoose.	10
Subtotal	330
Project management, including client communication (18%)	59
Total hours	389
Total costs: (389 hours times \$140)	\$ 54,460

Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Laurie Ryan. The MAD project lead would be Ashley Johnson; other MAD consultants would also provide services to the client.

Client Responsibilities

Many of MAD's deliverables for Phase II involve inputs from other vendors or partners, such as interview data from other vendors and MnDOT staff. Phase III deliverables involve inputs from SLPP and other vendors, such as the business list and the industry cluster analysis. MAD would look to the client to hold these partners accountable for meeting the agreed upon timeline and deliverables. Other client responsibilities include:

- Initiating and overseeing SLPP and other vendor activities detailed in the MAD-designed project plan.
- Providing input and involvement on approach to key project deliverables, such as interview documentation, analysis plan, report structure, and presentations
- Ensuring that District 3 and other MnDOT staff provide sufficient documentation of interviews and provide subject matter insight, as needed

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public.

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-121

WHEREAS, the State of Minnesota, Department of Transportation-Operations, Market Research, has an interagency agreement identified as **2020-121** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 3 of the original contract shall be amended to read:

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~212~~ 397 hours at a rate of \$140 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$29,680.00~~ \$55,580.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Rendra E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>March 12, 2020</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-121

WHEREAS, the State of Minnesota, Department of Transportation-Operations, Market Research, has an interagency agreement identified as **2020-121** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 1, **3 & 5** of the original contract shall be amended to read:

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement. Additional revisions and merging of the final data file with all projects will also take place.

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~397~~ 488 hours at a rate of \$140 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$55,580.00~~ \$68,320.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

5. Effective Dates:

This agreement is effective December 16, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2020~~ September 15, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-121

WHEREAS, the State of Minnesota, Department of Transportation-Operations, Market Research, has an interagency agreement identified as **2020-121** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the contract shall be amended to read:

5. Effective Dates:

This agreement is effective December 16, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~September 15, 2020~~ September 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



Grant Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2020 NHTSA: MnDOT Local Updates Project No.: 20-05-04 Grant Agreement No.: A-LOCUPDT20-2020-MNDOT-002
Grantee: Minnesota Department of Transportation 395 John Ireland Blvd MS 450 Saint Paul, Minnesota 55155	Grant Agreement Term: Effective Date: October 1, 2019 Expiration Date: September 30, 2020
Grantee's Authorized Representative: Jesse Pearson 395 John Ireland Blvd MS 450 Saint Paul, Minnesota 55101 Phone: (651-366-3881) Email: jesse.pearson@state.mn.us	Grant Agreement Amount: Original Agreement \$ 50,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Allison Hawley Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101 Phone: (651)201-7081 Email: Allison.hawley@state.mn.us	Federal Funding: CFDA #20.616 FAIN: 18X920405CMN17 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 NHTSA: MnDOT Local Updates Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 1620, St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2020 NHTSA: MnDOT Local Updates Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the



Grant Agreement

Page 2 of 2

Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

3. STATE AGENCYSigned: _____
(with delegated authority)Title: DirectorDate: 3-05-2020

Grant Agreement No. A-LOCUPDT20-2020-MNDOT-002
PO No. 3-65173

2. GRANTEE (MnDOT)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: _____

Print Name: MARK GIESEKETitle: ASSISTANT COMMISSIONER ESD

Date: _____

MnDOT Grant Management

Signed: _____

Print Name: Kelli PetersTitle: Grant CoordinatorDate: 2-27-20

MnDOT Contract Management

Signed: _____

Print Name: Kyle FisherTitle: Contact Admin.Date: 2/27/2020

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2020 NHTSA Funding RFP - Local Updates with MnDOT

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-LOCUPDT20-2020-MNDOT-002

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Contracted Services				
Scoping and Development	\$50,000.00	\$0.00		
Total	\$50,000.00	\$0.00		
Total	\$50,000.00	\$0.00		



STATE OF MINNESOTA INTERAGENCY AGREEMENT

Federal Project Number: SPR CR20(001)

Project Identification: MIAC Spatial Layers and MIAC/OSA Project Application

This agreement is between the Minnesota Department of Transportation ("MnDOT"), Minnesota Department of Administration ("ADMIN"), Minnesota Indian Affairs Council ("MIAC"), and **Minnesota Geospatial Information Office ("MnGeo")**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2 MnDOT will pay eighty percent of the project costs (up to \$151,817.08), ADMIN will pay ten percent of the project costs (up to \$18,977.14), and MIAC will pay ten percent of the project costs (up to 18,977.14). The total obligation for all compensation and reimbursements to MnGeo under this agreement will not exceed **\$189,771.36**.

4 Conditions of Payment

- 4.1 MnGeo will invoice MnDOT, ADMIN, and MIAC directly. Invoices will detail the total cost of the project, and also identify the 80% MnDOT, 10% ADMIN, and 10% MIAC amount due.
- 4.2 All services provided by MnGeo under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.3 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.

5 Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
 Address: Minnesota Department of Transportation
 Consultant Services, Mail Stop 680
 395 John Ireland Boulevard, St. Paul, MN 55155-1800
 Telephone: 651-366-4692
 E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)
Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-3616
E-Mail: jacob.foss@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Sandi Stroud, Director
Address: Minnesota Geospatial Information Office
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: sandi.stroud@state.mn.us

5.4 ADMIN's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske
Address: Minnesota Department of Administration
200 Administration Building
50 Sherburne Avenue, St. Paul, MN 55155
St. Paul, MN 55155
Telephone: 651-201-2501
E-Mail: laurie.beyer-kropuenske@state.mn.us

5.5 MIAC's Authorized Representative will be:

Name/Title: Shannon Geshick, Executive Director
Address: Minnesota Indian Affairs Council
161 St. Anthony Avenue, Suite 919
St. Paul, MN 55103
Telephone: 651-249-0160
E-Mail: shannon.geshick@state.mn.us

6 Amendments

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;

- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Std_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

10.1 If MnGeo is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGeo must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGeo must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGeo to be withheld. MnGeo must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

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MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MNIT

DocuSigned by:

Tracy Gerasch

58BF08075AF8441...

Signed: _____

Procurement Director

Title: _____

3/17/2020

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

ADMIN

Signed: _____

Title: _____

Date: _____

MIAC

Signed: _____

Title: _____

Date: _____

MIAC

Signed: _____

Title: _____

Date: _____

SCOPE

MnDOT is in need of assistance with Geographic Information System (GIS) professional services required to support the business needs of the Minnesota Indian Affairs Council (MIAC), the Office of the State Archeologist (OSA) and MnDOT to create two spatial layers for the OSA portal and create a review application to enter, track, and archive requests for review in a consistent manner.

WORK PLAN

The MnGeo will perform the following tasks:

Task Descriptions**Task 1: Project Administration and Project Management**

- 1.1 Perform general project management services including status reports, meetings with clients, detailed requirements gathering, Quality Assurance (QA)/Quality Control (QC) of deliverables, tasks, deliverables definitions, creation, and project communication.
- 1.2 Perform general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, project documentation and archiving, and future service authorization estimating and creating.

Task 2: Creation of Two Spatial Layers

- 2.1 Create two spatial layers to reside in the OSA portal based on MIAC's collective access records.
- 2.2 Gather data from source repository.
- 2.3 Create MIAC spatial layer (public facing).
- 2.4 Create MIAC spatial layer (published for only authenticated users)

Task 3: Creation of Reviewer Application

- 3.1 Create a reviewer application to enter, track, and archive requests for review and the review responses.
- 3.2 Setup development environments and any associated tasks with development of an application.
- 3.3 Get data from Cultural Resources Information System (CRIS) to MIAC and OSA Project Review Application.
- 3.4 Create functionality to include:
 - 3.4.1 Enter new requests (irrespective of CRIS application)
 - 3.4.2 Track review requests
 - 3.4.3 Notification for review requests
 - 3.4.4 Search capabilities
 - 3.4.5 User management, i.e. security around records, roles to functions, etc.
 - 3.4.6 Generate response letters

Task 4: Data Sharing Identification and Mapping

- 4.1 Identify data sharing points between OSA, SHPO, MnDOT, and MIAC. Identify where the data sits in terms of database and format and not the business process.
- 4.2 Create a high level plan that delimits each data sharing point between each agency.
- 4.3 Map the process which shows interaction between agency data including database and format.

Task 5: Managed Hosting - System Maintenance and Infrastructure

- 5.1 **Infrastructure:** For the purposes of this project, production and development infrastructure will be available for 5 months of Fiscal Year (FY)20 and 12 months of FY21.
 - 5.1.1 Provide a secure, reliable platform for hosting and deploying MIAC, OSA and MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software, and system upgrades. Evaluate new applications as needed against the capabilities of the infrastructure deployed.
 - 5.1.2 Ensure system performance, provide adequate data storage, and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
 - 5.1.3 Address any reported issues.

- 5.1.4 Answer questions as appropriate.
- 5.1.5 Coordinate with Minnesota Information Technology (MNIT) Managed Hosting regular Operating System (OS) patching and updates.
- 5.2 System Maintenance: Assess system maintenance each month. System maintenance is estimated at 25 hours per server per year.

EXPECTATIONS

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MIAC, OSA, and MnDOT staff and reported to MnGeo through MIAC, OSA, and MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MIAC, OSA, and MnDOT staff and reported to MnGeo through MIAC, OSA, and MnDOT's primary contact. MnGeo staff will keep MIAC, OSA, and MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide MIAC, OSA, and MnDOT with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise MIAC, OSA, and MnDOT of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. MIAC, OSA, and MnDOT staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide MIAC, OSA, and MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through MIAC, OSA, and MnDOT's primary contact.
6. If additional resources are required for the shared environment specifically because of MIAC, OSA, and MnDOT deployments or at a request for additional resources by MIAC, OSA, and MnDOT's primary contact, MIAC, OSA, and MnDOT's infrastructure costs will be increased accordingly.

ASSISTANCE

Under the terms of this agreement, MIAC, OSA, and MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services, and resources being deployed, and other related topics as requested by MnGeo Staff.
2. Provide MnGeo with timely review and comments on the applications, services, and resources being deployed, as requested by MnGeo.
3. Acting through MIAC, OSA, and MnDOT's primary contacts for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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Direct Labor Costs

Task	GIS Basic	GIS Intermediate	GIS Advanced	Total
Task 1				
Project Management and Administration	0	0	513	513
Task 2				
Creation of Two Spatial Layers	6	336	108	450
Task 3				
Creation of Reviewer Application	45	450	450	945
Task 4				
Data Sharing Identification and Mapping	0	0	136	136
Task 5				
Managed Hosting - System Maintenance and Infrastructure	0	0	40	40
Total Hours	51	786	1247	2084
Fixed Hourly Rate	\$ 62.60	\$ 80.60	\$ 95.70	
Total Direct Labor Costs:	\$ 3,192.60	\$ 63,351.60	\$ 119,337.90	\$ 185,882.10

Direct Expense Costs (must provide documentation)

Description	Unit	Rate	Cost
FY20 & FY21 Dedicated Server Fees	17 \$	228.78	\$ 3,889.26
Total Direct Expenses			\$ 3,889.26

TOTAL CONTRACT AMOUNT **\$ 189,771.36**

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us); State's Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:		Phone Number:	Fax Number:

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073

Exhibit F.A.I. Federal Award Information

NOTICE TO SUBRECIPIENT: This is a subaward of federal financial assistance from **Organization A** (hereinafter referred to as "recipient/pass-through entity") to **Organization B** (hereinafter referred to as "subrecipient").

Subrecipient Name: Minnesota Department of Employment and Economic Development	Subrecipient DUNS Number: 804832640
CFDA Name: Highway Planning and Construction	CFDA Number: 20.205
Federal Award Identification Number: OJT 8820(211)	Federal Award Date: February 12, 2020

<i>Is the Award for Research and Development?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description: To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
Period of Performance Start and End Date: <u>February 24, 2020 – March 31, 2021</u>

Indirect Cost rate: N/A	Total Amount of Federal Funds Obligated: \$394,852.00
Amount of Federal Funds Obligated by this action: \$394,852.00	Total of Federal Award: \$394,852.00

Contact for Federal Agency:

Name: Kris Riesenber

Address: 380 Jackson St, Ste 500
St Paul, MN 55101

Phone: (651) 291-6114

Email: kris.riesenberg@dot.gov

Contact for Recipient:

Name: Lorrie Janatopoulos

Address: 332 Minnesota St, Ste E200
St Paul, MN 55101

Phone: (651) 259-7572

Email: lorrie.janatopoulos.state.mn.us

**STATE OF MINNESOTA
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT"), and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("DEED").

RECITALS

1. Minnesota Statutes § 174.02 authorizes MnDOT to enter into this agreement.
2. MnDOT is in need of the service to direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
3. DEED represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of MnDOT. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, DEED agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

- 1 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
 - 1.1 **Effective Date.** This agreement will be effective on February 24, 2020, or the date MnDOT obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to DEED until this agreement is fully executed. DEED must not begin work under this agreement until this agreement is fully executed and DEED has been notified by MnDOT's Authorized Representative to begin the work.
 - 1.2 **Expiration Date.** This agreement will expire on March 31, 2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 1.3 **Period of Performance.** The period of performance is from February 24, 2020 through March 31, 2021.
 - 1.4 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
 - 1.5 **Exhibits.** Exhibit A: Detailed Scope of Work and Deliverables; Exhibit B: Budget; Exhibit C: Budget Line Item Adjustment; and Exhibit D: Invoice are attached and incorporated into this agreement.
- 2 **DEED's Duties**
 - 2.1 DEED will perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.
 - 2.2 DEED agrees to obtain the prior approval of MnDOT for any significant change related to the scope of work as required by 2 CFR 200 and 2 CFR 1201. This includes, but is not limited to:
 - 2.2.1 changes in overall project budget which result in a shift of \$25,000 or more of the original budget between tasks;
 - 2.2.1.1 DEED will submit a written Budget Line Item Adjustment Request for any substitution of budget items as specified in Exhibit C, which is attached and incorporated into this grant agreement. Requests must be approved by MnDOT's Project Manager prior to any expenditure by DEED.
 - 2.2.2 any significant revision of the scope, schedule, goals, objectives or tasks of the proposal Scope of Work, or related activities (regardless of whether there is an associated budget revision requiring prior approval); and
 - 2.2.3 changes in key personnel, program manager, or prime contractor.
 - 2.3 DEED will comply with all required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
 - 2.4 DEED will submit written progress reports detailing services provided to program participants on a quarterly basis and upon program completion. MnDOT will provide DEED with reporting template. Payments will not be made under section 4.2 if a progress report is past due unless DEED has been given a written extension by MnDOT.

2.5 Asset Monitoring. If DEED uses funds obtained by this agreement to acquire a capital asset, DEED is required to use that asset for a public purpose for the normal useful life of the asset. Any capital assets acquired with grant funds under this agreement are subject to the follow reporting requirements: DEED may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of MnDOT and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Real Property. In accordance with 2 CFR 200.329, DEED must submit annual reports on the status of any real property, as defined in 2 CFR 200.85, in which the Federal Government retains an interest.

3 Time

3.1 DEED must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration. MnDOT will pay for all services performed by DEED during the period of performance under this agreement as follows:

4.1.1 Compensation. DEED will be paid up to a maximum of \$394,852.00 according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant agreement.

4.1.2 Matching Funds. Any cost sharing or matching funds required of DEED in this agreement must comply with 2 CFR 200.306.

4.1.3 Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by DEED as a result of this agreement will not exceed \$0.00 provided that DEED will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). DEED will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MnDOT's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. Exhibit N/A, which is attached and incorporated into this grant agreement, lists the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

4.1.4 Total Obligation. The total obligation of MnDOT for all compensation and reimbursements to DEED under this agreement will not exceed \$394,852.00

4.1.5 Federal Funds. Payments under this Agreement will be made from federal funds. DEED is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by DEED's failure to comply with federal requirements. If the federal government fails to pay part of the cost or expense incurred by DEED, DEED will be responsible for those costs or expenses incurred under this Agreement to the extent that the federal government's failure to pay is due to DEED's failure to comply with federal requirements. DEED's responsibility for costs and expenses under this clause are subject to an encumbrance of funds.

4.2 Payment

4.2.1 Invoices. DEED will submit SWIFT invoices and other supporting documentation for payment by email to MnDOT's Office of Civil Rights, at OCRGrantInvoices.DOT@state.mn.us Exhibit D, which is attached and incorporated into this agreement, is the form DEED will use to submit invoices. MnDOT's Project Manager, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. MnDOT will promptly pay DEED after DEED presents an itemized invoice for the services actually performed and MnDOT's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Invoices must be submitted for the eligible deliverable specified in Exhibit A.

4.2.2 All Invoices Subject to Audit. All invoices are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

4.2.3 MnDOT's Payment Requirements. MnDOT will promptly pay all valid obligations under this agreement as

required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DEED's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DEED within ten days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DEED within 30 days of receipt of such invoice.

4.2.4 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, MnDOT will make at least annual monitoring visits and conduct annual financial reconciliations of DEED's expenditures.

4.2.4.1 MnDOT's Project Manager will notify DEED's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which MnDOT employees and/or contractors will participate, and which DEED staff members should be present. DEED will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, DEED will take timely and appropriate action on all deficiencies identified by MnDOT.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to DEED.

4.2.5 Unexpended Funds. DEED must promptly return to MnDOT at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to MnDOT.

4.2.6 Closeout. DEED must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award within 90 calendar days of the end date of the period of performance. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 Contracting and Bidding Requirements. Prior to publication, DEED will submit to MnDOT all solicitations for work to be funded by this Agreement. Prior to execution, DEED will submit to MnDOT all contracts and subcontracts funded by this agreement between DEED and third parties. MnDOT's Project Manager has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by DEED. All contracts and subcontracts between DEED and third parties must contain all applicable provisions of this Agreement. MnDOT's Project Manager will respond to a solicitation, contract, or subcontract submitted by DEED within ten business days. All contracts between DEED and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

4.3.1 Procurement Requirements. For all procurements of goods and services supported in whole or in part with federal funds, DEED agrees to comply with the current requirements and standards of the Uniform Administrative Requirements, 2 CFR part 200, which is incorporated by reference into this Agreement.

4.3.2 Excluded Parties Listing System. Before entering into a third party contract or subcontract, DEED agrees to check the System for Awards Management at <https://www.sam.gov/portal/public/SAM/> to ensure the selected vendor or contractor has not been excluded from doing business with the federal government or its grantees. DEED will provide MnDOT with evidence that the System for Awards Management website has been checked.

4.3.3 Procurement Policy. DEED will provide MnDOT with a copy of its current local procurement policy.

4.3.4 Lobbying Certification. For all bids or proposals of third party contracts that exceed \$100,000, DEED will obtain from all bidders a signed Standard Form LLL Certification Regarding Lobbying, as required according to 31 U.S.C. 1352 and 49 CFR 20. The signed certification becomes part of the third party contract and must be provided to MnDOT for its official contract file.

4.3.5 Debarment and Suspension Certification. For all bids or proposals of third party contracts that exceed \$25,000, DEED will obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200. The signed certification becomes part of the third party contract and must be provided to MnDOT for its official contract file.

5 Conditions of Payment

All services provided by DEED under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Project Manager and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. DEED will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 MnDOT's Authorized Representative is:

Name/Title: Denise Pierre, Contract and Grant Coordinator
 Address: Minnesota Department of Transportation
 Office of Civil Rights, Mail Stop 170
 395 John Ireland Boulevard, St. Paul, MN 55155-1800
 Telephone: (651) 366-3321
 Email: denise.pierre@state.mn.us

MnDOT's Authorized Representative, or his/her successor, has the responsibility to monitor DEED's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 MnDOT's Project Manager is:

Name/Title: Mayjoua Ly, Business and Program Development Manager (Acting)
 Address: Minnesota Department of Transportation
 Office of Civil Rights, Mail Stop 170
 395 John Ireland Boulevard, St Paul, MN 55155
 Telephone: (651) 366-3323
 Email: mayjoua.ly@state.mn.us

MnDOT's Project Manager, or his/her successor, has the responsibility to monitor DEED's performance and progress. MnDOT's Project Manager will sign progress reports, review billing statements, make recommendations to MnDOT's Authorized Representative for acceptance of DEED's good or services and make recommendations to MnDOT's Authorized Representative for certification for payment of each invoice submitted for payment.

6.3 DEED's Authorized Representative is:

Name/Title: Lorrie Janatopoulos, Director, CareerForce Systems
 Address: 332 Minnesota St, Ste E200
 St Paul, MN 55101
 Telephone: (651) 259-7572
 Email: lorrie.janatopoulos.state.mn.us

If DEED's Authorized Representative changes at any time during this agreement, DEED will immediately notify MnDOT.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. DEED may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between MnDOT

and DEED. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The liability of each party is as set out in chapter 3.736 of the Minnesota Statutes and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, DEED's books, records, documents, and accounting procedures and practices of DEED, or other party relevant to this grant agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. DEED will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. DEED and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DEED under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either DEED or MnDOT. If DEED receives a request to release the data referred to in this section 10.1, DEED must immediately notify MnDOT. MnDOT will give DEED instructions concerning the release of the data to the requesting party before the data is released. DEED's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. MnDOT owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by DEED, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by DEED, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of MnDOT, and DEED upon completion or cancellation of this agreement must immediately return all such Documents to MnDOT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." DEED assigns all right, title and interest it may have in the Works and the Documents to MnDOT. DEED must, at the request of MnDOT, execute all papers and perform all other acts necessary to transfer or record MnDOT's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by DEED, including its employees and subcontractors, in the performance of this agreement, DEED will immediately give MnDOT's Authorized Representative written notice thereof and must promptly furnish MnDOT's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. DEED must perform all acts, and take all steps necessary to ensure that

all intellectual property rights in the Works and Documents are the sole property of MnDOT and that neither DEED nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. DEED represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, DEED will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MnDOT, at DEED's expense, from any action or claim brought against MnDOT to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. DEED will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in DEED's or MnDOT's opinion is likely to arise, DEED must, at MnDOT's discretion, either procure for MnDOT the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of MnDOT will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

DEED certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. DEED's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify MnDOT as the sponsoring agency and must not be released without prior written approval from MnDOT's Project Manager. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for DEED individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 Endorsement. DEED must not claim that MnDOT endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination by MnDOT. MnDOT may terminate this agreement with or without cause, upon 90 days written notice to DEED. Upon termination, DEED will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. MnDOT may immediately terminate this grant agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that DEED has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. MnDOT may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to DEED. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, DEED will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent

that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide DEED notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

- 14.4 Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by DEED during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, DEED consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring DEED to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 Fund Use Prohibited.** DEED will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent DEED from utilizing these funds to pay any party who might be disqualified or debarred after DEED's contract award on this Project.

- 17 Discrimination Prohibited by Minnesota Statutes §181.59.** DEED will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18 Limitation.** Under this Agreement, MnDOT is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. MnDOT may provide technical advice and assistance as requested by DEED, however, DEED will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. DEED's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 Additional Provisions

- 19.1 Appendix II 2 CFR Part 200 Federal Contract Clauses.** DEED agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, DEED shall have the same meaning as "Contractor" in the federal requirements listed below.

- 19.1.1 Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative,

contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- 19.1.2 **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 19.1.3 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 19.1.4 **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 19.1.5 **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 19.1.6 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 19.1.7 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or

regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 19.1.8 **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19.1.9 **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 19.1.10 **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 19.2 **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, DEED will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 19.3 **Nondiscrimination.** DEED hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which DEED receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.
- 19.4 **Federal Funding Accountability and Transparency Act (FFATA).** In accordance with 2 C.F.R. 170.220(a), the terms in Appendix A to 2 C.F.R. Part 170 are incorporated by reference into this agreement.

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MnDOT ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). 174229/3000526578

DEED

DEED certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Yvonne Gana Y. Poulas

Title: Carver Force Director

Date: 3/17/2020

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

CONTRACT MANAGEMENT

By: _____

Date: _____

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Exhibit A: Detailed Scope of Work and Deliverables**Services to be performed by DEED:**

DEED is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, DEED may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that DEED chooses to contract with CBOs to deliver services, DEED will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

Scope of Work and Deliverable

DEED will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJTSS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy occupational training.
4. Recruit and screen targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction occupational training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver highway heavy construction occupational training(s) for a cohort of students annually.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training, provided that there will not be any obligation to provide these services beyond the expiration date of this Contract.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates completed training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

Tasks and Deliverables

- 1 **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

Deliverables:

- 1.1 Share customized screening processes and tools and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, DEED's staff will serve as a member of the review panel to review and approve candidates for admission to the training

- 2 Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.

Deliverables:

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
- 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
- 2.3 Participate in job fairs and other relevant events as needed. In addition, when DEED holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.

- 3 Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction occupational industry.

Deliverables:

- 3.1 Develop communications about highway heavy construction occupational industry specific to women, minorities, and individuals from emerging communities.
- 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
- 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by April 15, 2020. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
- 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.

- 4 Task:** Recruit and screen targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction occupational training before enrollment.

Deliverables:

- 4.1 Recruit up to 90 applicants who are women, minorities, and individuals from emerging communities.
- 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and DEED based on industry standards. The following list is a minimum requirements:
 - 4.2.1 Applicant must be a minimum of 18 years of age.
 - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
 - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
 - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
 - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
- 4.3 Applicant must possess a high school diploma or GED certificate.
- 4.4 Applicant must either possess appropriate NCRC test results acquired within the last 60 months or successfully complete the DEED-designed Training Aptitude Assessment (TAA) and achieve appropriate TAA test results.
- 4.5 As a result of screening, a total of 54 applicants will be enrolled into the program.
- 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.

- 5 Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

Deliverables:

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. DEED will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.1 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.2 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.3 Provide list of individuals who are being referred to training to MnDOT PM.

6 Task: Provide job success skills training to help enrollees adapt to workplace culture.

Deliverables:

- 6.1 Job success skills class must include speakers who are highway heavy occupational construction employers and individuals who are employed in the highway heavy occupational industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by April 30, 2020.

7 Task: Contract with training vendor(s) to deliver highway heavy construction occupational training(s) for a cohort of students annually.

Deliverables:

- 7.1 Highway heavy occupational training shall include but not limited to the following topics:
 - 7.1.1 Industry related mathematics – measurements, distance, area, volume;
 - 7.1.2 Industry terminologies;
 - 7.1.3 Safety training including OSHA-30 Certification;
 - 7.1.3.1 Subset safety training for Heavy Equipment Operator Occupational Overviews to include and substitute OSHA-10 for OSHA-30;
 - 7.1.4 First Aid CPR/AED
 - 7.1.5 Basic hand and power tool use;
 - 7.1.6 Identification of proprietary highway construction equipment and practices;
 - 7.1.7 Overview of Temporary traffic control;
 - 7.1.8 Nutritional and physical preparedness/wellness and conditioning;
 - 7.1.9 Budgeting and unemployment insurance information;
 - 7.1.10 Basic Occupational Overviews/Training for participants interested in pursuing labor-focused occupations to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
 - 7.1.11 Basic Occupational Overviews/Training for participants interested in pursuing equipment operator-focused occupations to provide general background and hands-on skills in mobile equipment operations;
 - 7.1.12 Basic Occupational Overviews/Training for participants interested in pursuing carpentry-focused occupations to provide general background and hands-on skills in rough-in carpentry;
 - 7.1.13 Orientation to highway construction occupational industry norms and culture via union and employer representatives;
 - 7.1.14 Industry specific job search techniques and resources, interviewing skills and job retention.
- 7.2 Training to include occupational construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction occupational environment.
- 7.3 Construction Occupational Overview(s)/Training(s) shall be 4-6 weeks long and 8-10 hour-long days.
- 7.4 Construction Occupational Overview(s)/Training(s) shall be completed by summer of 2020.

- 8 Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training, provided that there will not be any obligation to provide these services beyond the expiration date of this Contract.

Deliverables:

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.
- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.
- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months, provided that there will not be any obligation to provide the services referenced in this clause beyond the expiration date of this Contract.
- 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
- 8.5 For trainee(s) who have been let go from his/her job, DEED will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that DEED can work with the trainee(s) for a future job.
- 8.6 Address the factors that present barriers to retention of employment for all graduates.
- 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.

- 9 Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

Deliverables:

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by April 30, 2020.
- 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
- 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
- 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.

- 10 Task:** Provide employment placement once graduates completed training.

Deliverables:

- 10.1 Engage employers during orientation of prospective recruits.
- 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
- 10.3 Provide mock interview sessions for trainees with potential employers.
- 10.4 Organize at least one metro-wide recruiting fair. DEED will recruit MnDOT contractors and union representatives to participate in the fair.

- 10.5 Send job postings to graduates via social media.
- 10.6 At a minimum, 50% of the final graduates will be placed in employment.
 - 10.6.1 Proof of employment includes a MnDOT/DEED originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
- 10.7 Report placement and placement hours to MnDOT PM quarterly.

- 11 **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

Deliverables:

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
- 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)

- 12 **Task:** Submit program invoice with back up documentation monthly to MnDOT PM.

Deliverables:

- 12.1 Electronically submit a monthly program invoice to OCRGrantInvoices.DOT@state.mn.us by the 21st day of the following month or as soon as practical thereafter (e.g. on occasion payroll will not post until the 21st so submission of an invoice may be delayed). For example: January invoice due on February 21st.
- 12.2 For each invoice submitted, DEED must provide back-up documentation for each line item(s) requesting payment.

Exhibit B: Program Budget

Salary/Fringe/Indirect/Non-Pers	\$ 116,872.00
Marketing/Job Fair	3,000.00
Travel, Mileage & Lodging	6,000.00
NCRC/Aptitude Test	2,000.00
Program Supplies	2,000.00
Enrollment & Program Orientation	4,000.00
Participant Support	20,000.00
Heavy Equip. Operations Training (Class/Equip. Instruction & Rental, PPE, Diesel, Material)	195,000.00
Room/Meals/Transportation (Equip. Operations)	<u>45,980.00</u>
(5 out-state lodging \$87.20 rm nights; 3 meals 14 participants @ \$47; van/coach Transportation \$1,040 daily, 4-week training Monday-Thursday)	\$394,852.00

Program Budget Item Details*Salary, Fringe, Indirect, Non Pers Cost*

Project Coordinator – MAPE 12L – estimated 100% cost.

Fringe – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED’s rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%.

Indirect – DEED has a federally approved indirect rate of 16.91%. This includes statewide indirect and agency indirect which covers the expenses of the commissioner’s office, HR, AFS, some of the Communications and MN_IT costs.

Non Personal – Includes allocated charges such as rent, MFDs, phones, utilities, security. It also include direct charges to the project such as chair for the employee, cell phone, etc.

Marketing - the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

Job Fair - payment based on delivery of a job fair incorporating “prime” and “subcontractor” construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

Travel, Mileage & Lodging - assigned to project-affiliated DEED staff/principals in the delivery to MnDOT-contracted partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment – costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

Program Supplies – assigned to project-affiliated office supplies.

Enrollment and Program Orientation – program participant overviews and formal introductions to highway construction

industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

Participant Support - provide limited transitional support services funds to program participants, transportation, room and/or board (not to exceed budgeted amount).

Highway Heavy Occupational Training - contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

Exhibit C: Budget Line Item Adjustment Request**Grantee: DEED****MnDOT Contract No. 1036418****Contract Expiration Date: March 31, 2021****Date of Budget Line Item Adjustment Request:** _____

Line Item Description (You must enter at least 2 lines below to indicate which line item(s) you are requesting be increased and which line item(s) you are decreasing)	Original Budget Amount	Requested Budget Change	Amended Budget Amount

NET CHANGE TO BUDGET LINE ITEM ADJUSTMENTS MUST EQUAL ZERO

Justification for Adjustment:

Adjustment Requested by (DEED): _____

MnDOT Project Manager Approval: _____

Exhibit D: Invoice**INVOICE NO.** _____Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

DEED must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order**:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to OCRGrantInvoices.DOT@state.mn.us

MnDOT Contract No. 1036418

MnDOT PO Number: **TBD**

Billing Period: From _____ to _____

Contract Expiration Date: March 31, 2021

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Agency & Statewide Indirect	\$116,872.00			
Marketing/Job Fair	\$3,000.00			
Travel, Mileage & Lodging	\$6,000.00			
NCRC/Aptitude Test	\$2,000.00			
Program Supplies	\$2,000.00			
Enrollment & Program Orientation	\$4,000.00			
Participant Support	\$20,000.00			
Highway Heavy Equip Operations Training	\$195,000.00			
Room/Meals/Transportation	\$45,980.00			
Total Project Costs:	\$394,852.00			
Total Amount Due This Invoice:				

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Grantee: Minnesota Department of Employment and Economic Development

Signature: _____

Print Name: _____

Title: _____



MAD Project Number: 2020-151 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Transportation – Office of Transit and Active Transportation (OTAT)
MAD Contact: Abra Pollock

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$28,140.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Department of Transportation – Office of Transit and Active Transportation (OTAT) (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: Abra Pollock Requesting Agency: Hannah Pritchard

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 201 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$28,140.00

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective March 30, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until August 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Melissa Brand. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

Approved:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>March 2, 2020</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

Minnesota Department of Transportation—Pedestrian Law
Task Force Facilitation
February 28, 2020

Proposal prepared by:

Abra Pollock

651-259-3814

Abra.Pollock@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Minnesota Department of Transportation (MnDOT)'s Office of Transit and Active Transportation (OTAT) is launching a process to review and revise the state's pedestrian statutes in preparation for the 2022 legislative session. MnDOT is interested in convening an advisory task force to review these statutes and recommend options to update state pedestrian laws no later than August 2021. The task force, which will have approximately 20 members, will be composed of MnDOT staff as well as stakeholders and subject-matter experts. OTAT contacted Management Analysis & Development (MAD) of Minnesota Management & Budget (MMB) to facilitate the task force and write a report on task force deliberations and recommendations.

Products

MAD would design, facilitate, and document a series of up to five meetings, at which the task force members would review pertinent data and develop recommendations on updates to the pedestrian statutes. If needed, MAD would facilitate a sub-committee of the task force to draft the statute revisions and present them back to the full task force for review and approval. MAD would also:

- Prepare resources so that OTAT may serve as the primary point of contact for task force members (e.g. agendas and meeting invitations)
- Identify information to be provided to the task force in advance of meetings (such as reference materials for OTAT to distribute)
- Provide support to ensure task force logistics are managed (identifying location requirements, developing meeting materials, bringing meeting supplies, etc.)

MAD would produce an initial project plan of key project dates, recognizing that progress could depend upon task force members' availability and the decision of whether sub-committee meetings are needed. The project plan will also provide an overview of task force phases and milestones, such as a) organizing the task force, b) building common knowledge (including a refresher on how laws are made in Minnesota), c) identifying potential options for revising the statutes (by topic area), d) sub-committee breakout work, and e) selecting the best options and developing recommendations.

MAD would take notes during all task force and sub-committee meetings and prepare meeting summaries to be distributed to the public. Lastly, MAD would document the task force's activities and recommendations in a report to MnDOT.

Activities, Timeline, and Project Costs

The overall timeline for the project would be March 30, 2020 (or when the interagency agreement is signed) through August 31, 2021. If the interagency agreement is not signed by April 30, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
<i>Project planning:</i> Hold kickoff meeting with OTAT client, review any pedestrian statutes as relevant background materials, and prepare a draft project plan with dates and milestones for client review. Revise project plan based on client feedback.	20
<i>Meeting preparation and facilitation:</i> In consultation with the task force chair and the OTAT client, design, facilitate, and document up to five meetings (of two-to-three hours each) of the task force to develop recommendations on revisions to the statute. Prepare meeting resources. Provide limited support for meeting scheduling and logistics, such as booking MnDOT meeting rooms or drafting email invitations for the OTAT client to circulate to task force members. Includes preparing for hybrid meeting facilitation (both virtual and in-person) to involve members who are participating remotely.	85
<i>Sub-committee meetings:</i> In consultation with the chair and OTAT client, design, facilitate, and assist in the documentation of up to three, hour-long meetings of a sub-committee to develop and draft proposed revisions to the statutes. Provide limited support for sub-committee meeting scheduling and logistics, as described above. Includes preparing for hybrid meeting facilitation.	20
<i>Report:</i> Develop a report for MnDOT documenting the activities and recommendations of the task force, including marked-up legislation. Revise report based on client feedback and submit final version.	45
Subtotal	170
Project management, including client communication (18%)	31
Estimated expenses: Travel with lodging, mileage and rental car costs	0
Total hours	201
Total costs: (201 hours times \$140)	\$ 28,140

Documentation

MAD would provide the draft report copy and the final document in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Hannah Pritchard. The MAD project lead would be Abra Pollock; other MAD consultants would also provide services to the client.

Client Responsibilities

MnDOT would:

- Identify task force members, initiate communication, and carry out ongoing communication with them, such as sending out meeting invitations. Includes checking members' availability to schedule meetings.
- Serve as (or provide) subject-matter experts as needed for the task force.

- Communicate with the public as needed (such as by posting task force meeting announcements, publishing task force information online, or distributing information via email).
- Revise or develop legislative language based on task force recommendations.
- In coordination with the task force chair, represent the results and recommendations of the task force to the legislature and the media.

MAD would assist with meeting logistics as described under Products, but the client would ultimately be responsible for meeting logistics and any arrangements or payments for refreshments.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public.

Billing and Cost Calculations

MAD bills at the MMB-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Office of MN.IT Services (MN.IT) and the Department of Transportation (DOT).

Agreement

1. Term of Agreement

- 1.1. **Effective date:** April 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:** March 31, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

- 2.1. MN.IT and DOT 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 of approximately 9,291 square miles in the north-eastern part of the State. The data will be used to generate Digital Elevation Models (DEMs) for use in dam safety assessments, 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 2020 (or between spring 2020 and fall 2020). The project area will consist of high accuracy classified bare-earth LIDAR data in LAS format as well as raster DEMs per project requirements.
- 2.2. MN.IT is serving as the fiscal agent for the State of Minnesota for this project. DOT will contribute \$20,000.00 to the project. DOT will pay this amount to MN.IT. Subsequent to receipt, MN.IT will pay this amount to USGS.
- 2.3. DOT and MN.IT agree to share all data gathered or generated under the agreement with USGS.

3. Consideration and Payment

- 3.1. DOT shall make payment to MN.IT in the amount of \$20,000.00 upon receipt of an invoice. MN.IT must create and enter an invoice in SWIFT. ELECTRONIC INVOICES ARE PREFERABLE. PLEASE SEND AN ELECTRONIC INVOICE TO BOTH: T7901ACCOUNTSPAYABLE.DOT@STATE.MN.US and MnDOT's Authorized Representative.
- 3.2. MnDOT will make payment using the bilateral netting process in SWIFT.
- 3.3. The total obligation of DOT for all compensation and reimbursements to MN.IT under this agreement will not exceed \$20,000.00.

4. Authorized Representative

- 4.1. DOT's Authorized Representative is: Peter Jenkins, Assistant Director, Surveying and Mapping Section, 395 John Ireland Blvd, MS 630, St Paul, MN 55115, 651-366-3504, Email: peter.jenkins@state.mn.us or successor.
- 4.2. MN.IT's Authorized Representative is Dan Ross, Geographic Information Systems Director, 658 Cedar Street, Saint Paul, MN 55155, 651-757-2550 or successor.

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.

6. Liability

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

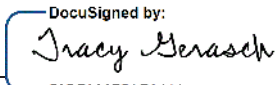
7. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY LEFT BLANK]

MN.IT

The MN.IT certifies that the appropriate person(s) have executed the contract on behalf of the MN.IT as required by applicable articles, bylaws, resolutions or ordinances.

By:  _____
Title: Procurement Director _____
Date: 7/29/2020 _____

By: _____

Title: _____

Date: _____

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # 181802 _____

SWIFT Purchase Order # 3000551470 _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____



MnDOT Contract #: 1036828A01

AMENDMENT # 01 TO MnDOT INTERAGENCY Agreement #: 1036828.

Contract Start Date:	08/17/2020	Original Contract Amount:	\$20,000.00
Orig. Contract Exp. Date:	03/31/2021	Prev. Amendment(s) Total:	\$0,000.00
Amended Exp. Date :	06/30/2021	Current Amendment Amount:	\$5,000.00
		Current Contract Total: \$	\$25,000.00

Project Identification: This Project is part of a large, statewide plan to acquire LiDAR data. This specific effort for the Arrowhead region has recently been enlarged due to many contributing partners including USGS. Because this area has been enlarged, we have decided to increase our contribution by \$5,000.

Trunk Highways #: 53, 169, 1, 217, 11, 71, 217, & 135

This amendment is by and between the Office of MN.IT Services ("MN.IT") and the Department of Transportation ("DOT").

Recitals

1. The DOT has a contract with the MN.IT identified as MnDOT Contract No. 1036828 ("Original Contract") to provide a partnership to acquire high density LiDAR data for the NE area of the State.
2. The area has been expanded and approved by USGS, which is a federal funding partner with MnGEO and MN.IT.
3. The DOT and MN.IT are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 1. **Term of Agreement**, subarticle 1.2, Expiration date, is amended as follows:

1.2 Expiration date: ~~March 31, 2021~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Article 2. **Scope of Work**, subarticle 2.2 is amended as follows:

2.2 MN.IT is serving as the fiscal agent for the State of Minnesota on this project. DOT will contribute ~~\$20,000.00~~ \$25,000.00 to the project. DOT will pay this amount to MN.IT. Subsequent to receipt, MN.IT will pay this amount to USGS.

REVISION 3. Article 3. **Consideration of Payment**, subarticle 3.1 is amended as follows:

3.1 DOT shall make payment to MN.IT in the amount of ~~\$20,000.00~~ \$25,000.00 upon receipt of an invoice. MN.IT must create and enter an invoice in SWIFT. ELECTRONIC INVOICES ARE PREFERABLE. PLEASE SEND AN ELECTRONIC INVOICE TO BOTH: T7901ACCOUNTSPAYABLE.DOT@STATE.MN.US and MnDOT's Authorized Representative.

REVISION 4. Article 3. **Consideration of Payment**, subarticle 3.3 is amended as follows:

3.3 The total obligation of DOT for all compensation and reimbursements to MN.IT under this agreement will not exceed ~~\$20,000.00~~ \$25,000.00.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

MnDOT Contract #: 1036828A01

MN.IT

By: _____
Title: Procurement Director
Date: 2/10/2021

DocuSigned by:

Tracy Gerasch

58DF00075AF6441...

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____
Date: _____

SWIFT Contract # 181802

SWIFT Purchase Order # 3000551470

MnDOT Contract Management

By: _____
Date: _____



State of Minnesota Interagency Agreement

State Project Number (S.P.): 8816-2038
Trunk Highway Number (T.H.): I-35E, I-35W, I-394
Project Identification: **MnPASS Enforcement Team**

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Public Safety, acting through the Minnesota State Patrol (“MSP”).

Agreement

1 Term of Agreement

- 1.1 Effective Date.** **July 1, 2020**, or the date signed by all necessary State officials as required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration Date.** This Agreement will expire five years from the date it is effective.
- 1.3 Exhibits.** Exhibits A through E are attached and incorporated into this Agreement.

2 Scope of Work

- 2.1** MSP will provide the MnPASS Enforcement Team (“MnPASS Troopers”) for personnel, enforcement services and other obligations under this Agreement as identified in Exhibit A.
- 2.2** MnDOT will provide the services and other obligations identified in Exhibit C and compensate MSP as identified in Exhibit D.

3 Consideration and Payment

- 3.1** MnDOT will compensate MSP for personnel, enforcement services and other obligations corresponding to the Express lanes as identified in Exhibit A and Exhibit D. MnDOT’s payment obligations for costs identified in Exhibit D-Part 1 are subject to the parties executing corresponding Inter-Agency Request for State Employee Services Agreements, Exhibit E.
- 3.2** MSP will not invoice MnDOT for costs identified in Exhibit D-Part 1. Costs identified in Exhibit D-Part 1 are shown for informational and budgeting purposes only, and will be charged directly to MnDOT’s budget utilizing Exhibit E, the Inter-Agency Request for State Employee Services Agreement.
- 3.3** MSP will invoice MnDOT for expenses identified in Exhibit D-Part 2.
- 3.4** MnDOT and MSP agree that costs incurred under this Agreement must not exceed the amount of estimated costs identified in the budget categories found in Exhibit D. The MnDOT and MSP authorized representatives may agree in writing, without an amendment, to adjust the budget in order to avoid incurred costs exceeding the amount of estimated costs in one or more of the budget categories, if the budget adjustment does not increase MnDOT’s total obligation under this Agreement.
- 3.5** The total obligation of MnDOT for all compensation and reimbursements to MSP for invoices under this Agreement and as identified in Exhibit D shall not exceed Nine Million Three Hundred Fifty Thousand Nine Hundred Twenty Nine and 48/100 Dollars (\$9,350,929.48)

4 Conditions of Payment

- 4.1** All services provided by MSP under this Agreement must be performed to MnDOT's satisfaction as determined at the sole and reasonable discretion of MnDOT's Authorized Representative identified in Clause 5.1.
- 4.2** MSP will submit an invoice to MnDOT utilizing SWIFT and MnDOT will remit payment to MSP using SWIFT's bilateral netting process, such invoice to include all required supporting documentation. The invoice will not be considered "received" within the meaning of Minnesota Statutes § 16A.124 until the invoice and supporting documents are received by MnDOT's Metro District Accounts Payable office at MetroWEAccountsPayable.DOT@state.mn.us.
- 4.3** MnDOT will remit payment for undisputed charges to MSP within thirty (30) calendar days as required by Minnesota Statutes § 16A.124. If an invoice is incorrect or MnDOT disputes a charge, MnDOT will notify MSP in writing within ten (10) calendar days of discovering the error or questionable charge. MnDOT will remit payment to MSP within thirty (30) calendar days of receipt of a corrected invoice.

5 Authorized Representatives

- 5.1** MnDOT's Authorized Representative is the following person or his/her successor:

Name: Michael Friberg
Title: Consultant Coordinator Metro
Address: Minnesota Department of Transportation
1500 West County Road B-2, Roseville, MN 55113
Telephone: 651-234-7684
Email Address: Michael.friberg@state.mn.us

- 5.2** MnDOT's Project Manager is the following person or his/her successor:

Name: Kiet Ly
Title: Senior Engineer
Address: Minnesota Department of Transportation
1500 West County Road B-2, Roseville, MN 55113
Telephone: 651-234-7028
Email Address: Kiet.ly@state.mn.us

- 5.3** MSP's Authorized Representative is the following person or his successor:

Name: Lieutenant Paul Stricker
Address: Minnesota Department of Public Safety; Minnesota State Patrol
2005 North Lilac Drive
Golden Valley, MN 55422-4038
Telephone: 763.279.4565
Email Address: paul.stricker@state.mn.us

6 Amendments

- 6.1** Any amendment to this Agreement, including changes to any Exhibits, must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

- 7.1** Each party will be responsible for its own acts and behavior and the results thereof to the extent permitted by law.
- 7.2** Each party will be responsible for its own employees for any claims made under the Workers Compensation Act.

8 Termination

- 8.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 8.2** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the other party. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, MSP will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

9 Force Majeure

- 9.1** No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

By: _____

Date: _____

Purchase Order Number: _____

3. MINNESOTA DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**2. MINNESOTA DEPARTMENT OF PUBLIC SAFETY;
MINNESOTA STATE PATROL**

By: _____
DocuSigned by:
Matthew Langer
(with delegated authority)

Title: _____

Date: 5/18/2020

4. MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT A

Minnesota State Patrol (“MSP”) Scope of Work

1. MSP will:

- Ensure a fully operational MnPASS Enforcement Team (“MnPASS Troopers”) comprised of the following:
 - FTE Minnesota State Patrol Troopers as specified in Exhibit D
 - One (1) FTE Minnesota State Patrol Station Sergeant
 - One (1) FTE Minnesota State Patrol Lieutenant
- Recruit, train, and equip future additional members for the enforcement team, as specified in Exhibit D, only when funding exists to operate an academy.
- Administer the selection and management of MnPASS Troopers, including backfilling any vacated position.
- Ensure all MnPASS Troopers work proactively in and around dedicated MnPASS Express lanes.
- Provide MnDOT a MnPASS Trooper assignment list, such list to be provided in advance.
- Provide MnDOT a revised MnPASS Trooper assignment list as soon as any changes are known to MSP.
- Review MnPASS enforcement activity to assure best practices, work effectiveness and work efficiency.
- Participate in public information and media efforts corresponding to MnPASS with MnDOT and DPS public information officers and enforcement coordinators as required, subject to approval of the DPS Communications Director or the Chief of the State Patrol.
- Ensure all MnPASS Troopers receive required annual training, including training required by the Minnesota POST Board, at the expense of the MSP.
- Provide MnPASS Troopers with standard MSP uniform and equipment issue as identified in Exhibit B, the MSP General Order Number 19-30-013, which is attached and incorporated into this Agreement.
- Provide MnDOT a copy of MSP General Order Number 19-30-013 anytime the General Order is amended.
- Respond to any MSP invoice inquiries or correct any MSP invoice errors identified by MnDOT within ten (10) calendar days of notification by MnDOT.
- Endeavor, but not guarantee, an average of no less than eighty percent (80%) minimum enforcement of the Express lanes.

2. Standard Assigned Days and Hours of MnPASS Troopers Enforcement

- **Assignment**
MnPASS Troopers will be assigned by MSP to work full time (40 hour week) enforcing the Express lanes. The MnPASS Troopers will work Monday through Friday and assigned to one of the following shifts:
Day Shift: 5:00 a.m. through 1:00 p.m.
Afternoon Shift: 1:00 p.m. through 9:00 p.m.
- **Enforcement Hours**
The MnPASS Troopers will provide enforcement of the designated Express lanes during the following hours of operation:


I-35E	6:00 a.m. through 10:00 a.m. and 3:00 p.m. through 7:00 p.m.
I-35W	6:00 a.m. through 10:00 a.m. and 3:00 p.m. through 7:00 p.m.
I-394	6:00 a.m. through 10:00 a.m. and 2:00 p.m. through 7:00 p.m.
- **State-Recognized Holidays**
MSP will not provide enforcement on state-recognized holidays without prior written agreement with MnDOT. If the parties agree to enforcement on holidays, email notification between the parties will be sufficient notice and an amendment to this Agreement will not be required.
- **Overtime**
MSP will not require available MnPASS Troopers to work overtime to cover vacant positions resulting from vacations, sick time, floating holidays, other contractually approved leave, and required training.

3. MSP MnPASS Obligations in Addition to Standard Express Lane Enforcement

The following MSP obligations in addition to standard Express lane enforcement include but are not limited to:

- Maintaining safe roadways in and around the MnPASS lanes
- Appearing at and testifying in court as required
- Maintaining MSP squad vehicles
- Completing MnPASS-related reports, activity logs, self-time entry, and statistical data as required
- Completing MnPASS-related administrative duties as required
- Setting up enforcement detail, saturations and events for successive and future shifts
- Providing enforcement saturations as coordinated between MnDOT and MSP
- Attending meetings and informational sessions about Express lanes and MnPASS enforcement
- Providing MnPASS training to other MSP Troopers and personnel as necessary

EXHIBIT B
Minnesota State Patrol General Order Number 19-30-013

GENERAL ORDER		
	Effective: October 11, 2019	Number: 19-30-013
	Subject: UNIFORM AND PERSONAL EQUIPMENT ISSUE & TURN IN – TROOPERS	
	Reference: GO 30-003, 30-008, and 30-010	
	Special Instructions: Rescinds GO 18-30-013	Distribution: A,B,C

I. POLICY

The policy of the Minnesota State Patrol is to maintain a high regard for the accountability of the uniforms and equipment utilized by State Patrol Troopers. This General Order establishes the procedure for the issuance, replacement, and turn-in of uniforms and other personal equipment for all members.

II. PROCEDURE FOR ORIGINAL ISSUES

- A. During State Patrol Trooper Candidate School, a representative will size each candidate and submit the size records to the Department of Public Safety (DPS) Warehouse.
- B. Each trooper candidate may be eligible to be issued the items listed in Addendum 1.

III. PROCEDURE FOR REPLACEMENT UNIFORM AND EQUIPMENT ORDERS

- A. Troopers will be allowed replacement items per the schedule below, to be provided as necessary in the month corresponding with the last digit of their badge number as shown below. Replacement of items outside of this sequence must be justified on the requisition form.

Last Digit	Month	Last Digit	Month	Last Digit	Month	Last Digit	Month	Last Digit	Month
0	March	2	May	4	July	6	Sept	8	Nov
1	April	3	June	5	Aug	7	Oct	9	Dec

1. Annually:
 - 2 Shirts (any combination, short or long sleeve)
 - 2 Trousers
 - 1 Mock Turtleneck
 - 1 Trooper Hat, Straw
 - 1 Necktie
2. Every two years:
 - 1 Trooper Hat, Felt
3. Every three years:
 - 1 Maroon All-Season Jacket w/Liner
 - 1 Maroon All-Season Pant w/Liner
 - 1 Maroon Severe Weather Hat
- B. District/Section Commanders or their designee are to order the items described in this General Order and Addendum by submitting requisitions (include the stock numbers and description for each item) directly to the DPS Warehouse by e-mail. All personnel are to be responsible for current uniform sizes and street addresses for delivery (P.O. Boxes are not sufficient information for use by delivery services).
- C. Upon receipt of uniform items, the member shall ensure that all items fit properly and are free from any manufacturer's defects. Members must return any unsatisfactory items within 14 days of receipt for replacement. The packing slip must be attached to any returned items. Specify if a new size is needed.

19-30-013
Page 2 of 2

- D. Whenever an item appears defective because of improper manufacture or faulty materials, it shall be returned (with original tags if applicable) to the DPS Warehouse, along with a request for replacement and a description of the problem.
- E. Stolen, lost, damaged or worn out equipment will be replaced by requisition and a brief memo to the appropriate District/Section Commander, explaining the circumstances of the replacement. See General Order 30-003 (Equipment, Use and Care) for information regarding reporting requirements.

IV. PROCEDURE FOR TURN-IN OF EQUIPMENT AND UNIFORM PARTS

- A. On or before the last day of employment, all members shall turn-in to their District/Section Commander all issued equipment (new and used) listed on Addendum 1 of this General Order.
- B. The District/Section Commander (or designee) shall deliver all uniforms and equipment listed on the turn-in sheet addendums as directed below. All items shall be returned from the district to the DPS Warehouse within one month of the last day of employment. A copy of the completed turn-in sheets shall be included with all uniforms and equipment returned to the DPS Warehouse.
- Addendum 1 (Personal Uniform and Equipment Turn-In)
 - Addendum 2 (Electronic Equipment Turn-In)
 - Addendum 3 (Firearms Related Equipment Turn-In) All firearms are to be turned in unloaded and in safe condition.
- C. The District/Section Commander will verify all squad equipment on Addendum 4 has been accounted for and turned in at the District Office. A copy of the completed turn-in sheet (Addendum 4) must be returned to the Fleet/Asset Lt. within one week of turn in. No parts or equipment will be traded or swapped without prior approval from HQ Fleet Section.
- D. Specialty Unit Commanders such as SRT, MRT, K-9, Recon, DRE, NAST (4700), VCU, Flight, and Honor Guard are responsible for insuring the collection of all issued equipment to members previously performing these duties.

V. PROCEDURE FOR REPLACEMENT OF EQUIPMENT

Any items that are not turned in within 30 days of the last day of employment will be charged to the appropriate district. The DPS Warehouse shall maintain an up-to-date record of the issue, receipt and correct size of each item of uniform and equipment for each member. The DPS Warehouse shall also determine that each individual orders and/or receives only the items eligible for issue as outlined in Addendum 1 of this General Order.

Approved:

SIGNED 10/11/2019

Colonel Matthew Langer,
Chief Minnesota State Patrol

MINNESOTA STATE PATROL

Addendum 1

Number: 19-30-013

PERSONAL UNIFORM AND EQUIPMENT TURN-IN****Unless otherwise indicated, all items issued, both new and used, must be returned to the DPS warehouse******UNIFORM ITEMS AND PATROL UNIT EQUIPMENT**

Item	Stock #	Quantity Eligible	Quantity Returned	Explanation
ACCIDENT INVESTIGATION & DAILY USE				
Accident Template	03-5005	1		
Form Holder (Aluminum)	03-8075	1		
Measuring Tape 25 Foot	03-5087	1		
Measuring Tape 100 Foot	03-5089	1		
Measuring Wheel (Roll-a-Tape)	03-5090	1		
Spray Paint Wand	03-5099	1		
Ticket Book Holder (Aluminum/Small)	03-8076	1		
Ticket Book Holder (Aluminum/Large, Henn. Co style)	03-8077	1		
Forms -1801/1821		Varies		Retain at District
AUTOMOTIVE TRUNK EQUIPMENT				
Barcode Scanner	01-1020	1		
Code Reader	01-1010	1		
Duty Bag (Cold Weather)	03-8050	1		
Extension Cord 50 Foot	01-4022	1		
Fire Extinguisher	01-4024	1		
Gauge – Tire Pressure	01-4029	1		
Gauge – Tire Depth	01-4030	1		
Jumper Cable	01-4032	1		
Jump Pack	01-4037	1		
- Charger	01-4036	1		
Shovel	01-4051	1		
Wheel Chock	01-4055	1		
Wheel Wrench 4-Ways	01-4056	1		
Wrecking Bar	01-4058	1		
BRASS + BADGES / MISC. UNIFORM ACCESSORIES/ ID				
Breast Badge		2		
Badge Rank _____	09-	2		

Hat Badge	09-4047	1		
Buckle	09-4048	1		
Collar Brass				
- MSP	09-1001	2		
- Rank (Sml) _____	09-	2		
- Rank (Lg) _____	09-	2		
Name Plate	N/A	2		
Pin Saver	09-4070	1		
Simichrome Polish	09-4073	1		
Tie Tack MSP	09-4049	1		
Whistle w/ Chain & Ring	09-4044	1		
Phone Card		1		
I.D. Card		1		
District Access Card		1		
CAMERAS, RADIOS, FLASHLIGHTS & ACCESSORIES				
Camera Asset # _____	03-2020/1	1		
- Bag	03-2068	1		
- Charger	03-3023	1		
- SD Card	03-2055	1		
- Batteries	03-2022	1		
		1		
Flashlight Pelican 8060	03-1062	1		
- Charger Base	03-1063	1		
- Charger Cord	03-1067	1		
- Battery	03-1058	1		
- Wand	03-1064	1		
		1		
Portable Radio APX6000	N/A	1		Retain at District
Portable Radio Charger	N/A	1		Retain at District
FIRST AID				
FIRST Aid Bag (Complete)	02-031	1		
AED (Automatic External Defibrillator)	02-039	1		
- Pads	02-040	2		
- Battery	02-038	1		
Tourniquet (CAT)	02-027	1		
Personal flotation device	02-	1		
Tourniquet holder		1		
Naloxone		2		
Naloxone carrying case		1		
RIOT/TACTICAL/TESTING EQUIPMENT & ACCESSORIES				
Alco-Sensor/PBT with Case	05-011	1		

Gas Mask	04-	1		
- Unisex (Small)	04-199			
- Unisex (Med)	04-200			
- Unisex (Lg)	04-201			
- Canister - Toxic	04-202	2		
- Carrier	04-204	1		

Handcuffs serial #	04-018	1		
- Keys	04-017	2		
Hazmat Kit (complete)	04-035	1		
- Suit	04-040			
- Bag	04-036			
- Boots	04-037			
- Duct Tape	04-039			
- Gloves	04-038			
Helmet/Riot	04-	1		
- Small/Medium	04-020			
- Large/X-Large	04-019			
- XX-Large/Jumbo	04-023			
Restraint	13-010			
Riot Stick	04-024	1		
Tactical Baton	04-027	1		
Tint Meter	05-020	1		
Tint Meter (No Roll Down)	05-021	1		
Verifier – D/L	05-025	1		
Vest – Hi-Vis Safety		1		
- Small/Medium	04-028			
- Large/ X-Large	04-030			
- XX-Large/XXX-Large	04-032			
- Battery	04-029			
- Charger	04-034			
Mace	N/A	1		
WEAPON ACCESSORIES				
Brush				
- M-16 (Bore)	06-2044			
- M-16 (Chamber)	06-2046			
- Pistol	06-2015			
- Toothbrush	06-2050			
Rod Cleaning				
- Pistol	06-3026			
- M-16	06-3048			
Tip Cleaning-Pistol	06-3025			
Earmuffs (ear hearing protection)	06-	1		
UNIFORM ITEMS				
Blouse	10-	1		
Hats				
- Straw	11-	1		
- Felt	11-	1		
- Severe Weather Hat	11-500	1		
- Rain Cover	09 -	N/A		
Jacket w/ Liner	12 -	1		
High Visibility Jacket	12-	1		

Leather Items				
- Gun Belt	13 -	1		
- Ammo	13-002	1		
- ASP	13-003	1		
- Flashlight	13-104	1		
- Handcuff	13-006	1		
- Mace	13-011	1		
- MIC	13-102	1		
- Phone	13-105	1		
- Radio	13-013	1		
- Glove Pouch	02-022	1		
- Trio Cell Phone Holder	13-103	1		
Holster				
- Glock (Left Hand)	13-081	1		
- Glock (Right Hand)	13-082	1		
- Taser (Left Hand)	13-085	1		
- Taser (Right Hand)	13-084	1		
Keepers (Belt)	13-004	4		
Sliding "D" Rings	13-012	2		
Strap Handcuff	13-008	1		
Sam Brown Belt Lower Strap	13-	1		
Sam Brown Belt Upper Strap	13-	1		
Neckties	09-	2		
Pants – Cold Weather	14-	2		
Parka (if issued)		1		
Rain Jacket	14-	1		
Shirt (Short Sleeve)	16-	Varies		
Shirt (Long Sleeve)	16-	Varies		
Trousers	17-	Varies		
Turtlenecks	15-	2		
Honor Guard				
- Hat Carrier				
- Hat Strap				
- Garment				

Employee: _____ I.D.# _____ Date: _____
Signature

Supervisor: _____ Date: _____
Signature

Received By: _____ Date: _____
Signature of Warehouse Personnel

Contract #1044198
Mn State Patrol – MnPass Lanes Enforcement

MINNESOTA STATE PATROL	
Addendum 2	Number: 19-30-013
ELECTRONIC EQUIPMENT TURN-IN	

FOLLOWING ITEMS TO BE TURNED IN AT DPS WAREHOUSE:

Item	Asset Number	Serial Number
Laptop <ul style="list-style-type: none"> Power Cord 		
Digital Recorder Model #: _____ <ul style="list-style-type: none"> Leather Case Charging Base & Cord USB Cable Manual XD Card 		
Air Card <ul style="list-style-type: none"> Phone # 	ESN Hex:	ESN DEC:
Cell Phone Model: _____ <ul style="list-style-type: none"> Phone # Charging Cable Cell phone belt holder 	HEX #:	DEC #:
USB Flash Drive:		N/A

Employee: _____ I.D.# _____ Date: _____
Signature

Printed Name

Supervisor: _____ Date: _____
Signature

Received By: _____ Date: _____
Signature of Warehouse
Personnel

Received By: _____ Date: _____
Signature of MSP ITEmployee

Contract #1044198
Mn State Patrol – MnPass Lanes Enforcement

MINNESOTA STATE PATROL	
Addendum 3	Number: 19-30-013
FIREARMS RELATED EQUIPMENT TURN-IN	

FOLLOWING ITEMS TO BE TURNED IN AT DPS WAREHOUSE:

Handgun (Glock 17 or 19)	N/A	1		Serial Number: Make & Model: *Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.
	-Magazines	N/A	3	
	-Ammunition	N/A	Varies	
	-Carrying Case	N/A	1	
Handgun (Glock 26)	N/A	1		Serial Number: Make & Model: *Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.
	-Magazines	N/A	2	
	-Ammunition	N/A	Varies	
	-Carrying Case	N/A	1	
Rifle	N/A	1		Serial Number: Make & Model: *Retain ammunition at district.
	-Magazines	N/A	2	
	-Ammunition	N/A	Varies	
Taser	N/A	1		Serial Number: Make & Model:
	-Download Kit	N/A		
	-Holster	13-__		

Employee: _____ I.D.# _____ Date: _____

Signature

Printed Name

Date: _____

Supervisor: _____

Signature

Received By: _____ Date: _____

Signature of Warehouse
Personnel

Received By: _____ Date: _____

Weapons Coordinator

Contract #1044198
Mn State Patrol – MnPass Lanes Enforcement

MINNESOTA STATE PATROL	
Addendum 4	Number: 19-30-013
PATROL UNIT AND RELATED EQUIPMENT TURN-IN	

FOLLOWING ITEMS TO BE TURNED IN AT DISTRICT OFFICE:

ITEM:	Stock #	Asset #	Serial #	Comments:
Squad Unit #: _____ • W/2 Keys	N/A		N/A	
Video System • WatchGuard & Body Mic.	01-2025			
	N/A			
800 MHz Radio (non-encrypted)	01-2200			
800 MHz Radio (encrypted)	01-2210			
Radar Unit • Stalker	01-2085			
	N/A			
Spare Tire		N/A	N/A	
Fire Extinguisher	01-4024		N/A	
Voyager Fuel Card	N/A	N/A	N/A	
Stop Sticks	01-4076	N/A	N/A	
Roof Mounted Roto-Beam (Class B/C/D squads)	01-2036		N/A	
D/L Card Reader	N/A		N/A	

Employee: _____ I.D.# _____ Date: _____
Signature

Supervisor: _____ Date: _____
Signature

Other Items Not Included Above

Item	Stock #	Quantity Eligible	Quantity Returned	Comments:

Employee: _____ I.D.# _____ Date: _____
Signature

Supervisor: _____ Date: _____
Signature

Received By: _____ Date: _____
Signature of Warehouse Personnel

EXHIBIT C

Minnesota Department of Transportation (“MnDOT”) Scope of Work

1. MnDOT will:

- Reimburse MSP for the hiring and academy training expenses directly corresponding to a MnPASS Trooper including the following:
 - Hiring selection process including testing costs, medical evaluations, etc.
 - Compensation package (salary and benefits) during the MnPASS Trooper’s attendance at the academy, subject to the parties executing corresponding Inter-Agency Request for State Employee Services Agreements, Exhibit E.
 - Educational, housing, meals and other subsistence expenses during the MnPASS Trooper’s attendance at the academy.
- In the event that academy attrition results in fewer graduates than patrol station vacancies, work with MSP to determine a mutually acceptable solution. In the event that additional members cannot be added to the MnPass enforcement team, MSP will reimburse MnDOT for any expenses paid to MSP for that academy.
- Subject to the parties executing corresponding Inter-Agency Request for State Employee Services Agreements, Exhibit E, pay FTE compensation (salary and benefits) of the MnPASS Troopers including, as required, overtime pay, vacation benefits, sick pay, holiday pay, paid parental leave, floating holiday pay and other contractually approved paid leave.
 - Lieutenant on-call pay (one day per week).
 - Any overtime expenses incurred by MnPASS Troopers including but not limited to court appearances and shift extensions on an as-needed basis.
 - MnPASS Troopers’ freeway pay.
 - MnDOT will not be responsible for severance pay of any MnPASS Trooper.
- Pay for MnPASS Troopers’ air cards and monthly “Smart Phone” services.
- Reimburse MSP for uniform and equipment issue items acquired by a MnPASS Trooper as identified in Exhibit B, MSP General Order Number 19-30-013.
- Purchase, during each State fiscal year and consistent with MSP’s fleet rotation policy, replacement vehicles for exclusive use by MnPASS Troopers. Purchase of the vehicles will be made following MnDOT’s consultation with the MSP Authorized Representative and the MSP Fleet Manager.
 - Recover from MSP 100% of the sale price of any MnPASS Trooper vehicle replaced due to MSP’s fleet rotation policy.
 - Pay for all operation and maintenance expenses incurred to maintain MnPASS Troopers’ vehicles to MSP fleet standards and damaged equipment not covered by an insurance claim reimbursement, all of which is covered under the “Squad Maintenance” category of Exhibit D.

Contract #1044198
Mn State Patrol – MnPass Lanes Enforcement

EXHIBIT D MnPASS Budget

MnDOT Contract No. 1044198

MnPASS Interagency Agreement with Minnesota State Patrol

Part 1

Covered Under the Interagency Service request Form. These charges will come directly out of MnDOT's budget through payroll transactions.

	FY21	FY22	FY23	FY24	FY25	Notes
Academy Wages, Benefits and Comp Time	\$0.00	\$69,074.67	\$0.00	\$0.00	\$0.00	Academy Training Payroll, [January-May 2022] based on 24 Cadets
Troopers Upon Graduation [May-August]	\$0.00	\$30,564.78	\$0.00	\$0.00	\$0.00	May-August 2022
FY Enforcement [Jul-Jun] with 3% SS, 3% Recon & 2.6% FWY	\$1,067,121.19	\$1,118,284.85	\$1,331,291.49	\$1,397,856.06	\$1,467,748.86	7 FTE Trps, 1FTE Lt. FY21-FY22, 9 + 1 FY23-FY25
8% FTO Pay	\$0.00	\$2,815.44	\$0.00	\$0.00	\$0.00	8% pay increase for FTO instructor during FTO
Overtime Expenses	\$43,669.74	\$45,853.23	\$48,145.89	\$50,553.18	\$53,080.84	
Payroll Not to Exceed	\$1,110,790.93	\$1,266,592.97	\$1,379,437.38	\$1,448,409.24	\$1,520,829.70	

Part 2

Items to be Billed By a SWIFT Invoice to MnDOT from DPS

	FY21	FY22	FY23	FY24	FY25	Notes
Academy Hiring Process*	\$0.00	\$8,713.09	\$0.00	\$0.00	\$0.00	Testing Costs, Medical Eval, Psych Eval, etc. Jan-May 2022
Housing, Meals, Rental Costs at Camp Ripley	\$0.00	\$70,265.94	\$0.00	\$0.00	\$0.00	Based on 24 Cadets
Squads Ford Interceptor SUV, Squad Build & Equip	\$125,500.00	\$188,250.00	\$197,662.50	\$207,545.63	\$217,922.91	2-FY21, 3 ea remaining FY, replace 3-4 years/prior to 120,000 miles
Squad Maintenance	\$21,000.00	\$22,050.00	\$23,152.50	\$24,310.13	\$25,525.64	Maint & Fuel based on \$2.40/gal
Troopers Uniforms & Equipment	\$42,500.00	\$44,625.00	\$46,856.25	\$49,199.06	\$51,659.01	
Air Cards	\$4,198.80	\$4,408.74	\$4,629.18	\$4,860.64	\$5,103.67	Provides Laptop Connectivity
9 phones/1 Smart Phone	\$2,758.80	\$2,896.74	\$3,041.58	\$3,193.66	\$3,353.34	
Administrative Overhead/Ancillary Costs	\$196,012.28	\$241,170.37	\$248,216.91	\$260,627.75	\$273,659.14	
Bill Total	391,969.88	\$582,379.88	\$523,558.92	\$549,736.87	\$577,223.71	
FY Total	1,502,760.81	\$1,848,972.85	\$1,902,996.30	\$1,998,146.11	\$2,098,053.41	
Contract Total	9,350,929.48					

*Costs associated with Academy are total of 2-Cadets based on base Trooper pay.

Budget categories must not exceed their amount without written mutual agreement between parties to move an among between categories

The total agreement cannot exceed the total agreement amount without an amendment

Contract #1044198

Mn State Patrol – MnPass Lanes Enforcement

EXHIBIT E Inter-Agency Agreement



Inter-agency Request for State Employee Services

This AGREEMENT is entered into this _____ day of _____, 20____, by and between **MN Dept of Transportation (MnDOT)** (requesting agency) and **MN Dept of Public Safety - State Patrol** (home department). The parties hereto agree as follows:

1. **MN State Patrol** (home department) agrees that it shall provide _____ (name of employee), who is qualified to perform the tasks set out in section 2 below.
2. Description of tasks to be performed (include dates and number of hours anticipated):
MSP will provide enforcement services for MnPASS Express lanes during hours of operations as defined in MnDOT agreement No. 1002179
3. Employee Information: Name: _____ Employee ID Number: _____

Present Job Classification (title and class code): **State Patrol Trooper** Appt. No. _____ Position #: _____ Hourly Rate: \$ _____
4. Appointment Information (check one):

☒ This assignment will result in an appointment to the
appointment requesting agency ☐
home agency ☒

☐ This assignment will not result in an
to the requesting agency, or home agency.

Appointment is effective _____ thru (and including) _____.

<p>For Minnesota Management & Budget Only</p> <p>Appropriate Class of Assignment: _____ (explain if necessary) _____</p> <p>Approved by: Name: _____ Date: _____</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management & Budget.</p>	<p>Payment Information</p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>Fund: Per Agreement with DOT Financial Dept ID: _____ Appropriation ID: _____ Statewide Cost: _____</p> <p>(Check One):</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of \$ _____ per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ _____.</p>
---	---

In CONSIDERATION for the performance of the tasks set out above **MN Dept of Transportation** (requesting agency) shall pay _____ (employee name) an amount not to exceed \$ _____.

Approvals

Requesting Agency, by _____ Date _____

Service Agency, by _____ Date _____

Employee Signature _____ Date _____

PE-00268-08 (3/10)

**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

State Project Number (SP): 1311-06, 3304-27, 3307-43

Trunk Highway Number (TH): 243, 47, 65

Project Identification: Mussel Relocation

This contract is between the Minnesota Department of Transportation ("MnDOT") and Department of Natural Resources ("DNR").

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on December 31, 2020, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Type 1150.
- 2.2. DNR will perform the duties and provide the deliverables described in Exhibit A.

3. Consideration and Payment

- 3.1. DNR will be paid on a Lump Sum basis, upon completion and MnDOT's acceptance of services, by each SP, as follows:
 - **SP 1311-06 - \$20,000.00**
 - **SP 3304-27 - \$3,000.00**
 - **SP 3307-43 - \$7,000.00**

The Lump Sum amounts include all labor, overhead, profit and expenses, personnel and equipment necessary to conduct the work outlined in the Scope of Work, including all report preparation. The Lump Sum also includes start-up and mobilization and covers all miscellaneous office work, time needed to prepare for the project, and initial travel expenses between the project site and the DNR's home office. No additional expenses will be accepted.

- 3.2. DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DNR under this contract will be \$30,000.00.

4. Conditions of Payment

- 4.1. All services provided by DNR under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR

within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.

- 4.3. DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative will be:

Name/Title: Kelly Arneson, Contract Administrator
Address: Minnesota Department of Transportation
395 John Ireland Blvd., St. Paul, MN 55155
Telephone: 651-366-4774
E-Mail: kelly.arneson@state.mn.us

- 5.2. MnDOT's will be:

Name/Title: Elizabeth Brown, Environmental Program Specialist
Address: Minnesota Department of Transportation
395 John Ireland Blvd., St. Paul, MN 55155
Telephone: 651-366-4297
E-Mail: elizabeth.a.brown@state.mn.us

- 5.3. DNR Authorized Representative will be:

Name/Title: Mike Davis, Natural Resources Program Consultant
Address: Minnesota Department of Natural Resources
2109 Lakeshore Drive S, DNR Lake City Office, Lake City, MN 55041
Telephone: 651-345-3331
E-Mail: mike.davis@state.mn.us

6. Amendments

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. Plain Language; Accessibility Standards

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, DNR must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, DNR will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;

- Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, DNR agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DNR's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, DNR will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

DNR

Signed: _____

Title: Deputy Director

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

DNR Contract #177446 FB 5-28-2020

I. State Project (SP) 1311-06

Trunk Highway 243, Bridge #6347 Over the St. Croix River | Chisago County, MN Minnesota

Project Overview

During the project development process for Minnesota Department of Transportation (MnDOT) SP 1311-06, the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the project to impact rare mussel resources in the vicinity of bridge #6347 over the St. Croix River and, as a result, recommended that a mussel survey be completed to accurately assess the project's potential impacts. Project construction is not anticipated until 2025, but MnDOT would like to conduct a preliminary survey in 2020 to inform the project's environmental document.

The mussel investigation will consist of up to two phases, both of which will be performed by the DNR biologists. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area in which the mussel survey is to be performed. The Project Manager must approve any changes to the survey limits suggested by the DNR survey team or by the DNR's Endangered Species Coordinator.

A. Tasks

The DNR will complete the following tasks:

Task 1.0 | Level One Mussel Survey

The first phase of the survey will be to estimate mussel density as catch per unit effort and identify any protected species present. The protocol to be followed is provided below.

Task 2.0 [As Authorized Task] | Level Two Mussel Survey

If more than one mussel/minute/diver or a listed species is collected and the Other Agency's DNR Endangered Species Coordinator recommends the need for further investigation, a Level Two Mussel Survey may be authorized.

B. Project Schedule

Mussel surveys and related activities can only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract and deliverables will be due by December 1, 2020, unless otherwise approved by the MnDOT Project Manager.

C. Reporting

MnDOT will require a written report to be submitted following survey completion. A copy of the report will be submitted to the MnDOT Project Manager. The report will be delivered via email in PDF format.

D. Level One Mussel Survey Protocol to Estimate Mussel Density

Task 1.0 Methods

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

1. Level One Survey methods:

- a. Conduct qualitative surveys at a frequency of at least one per every 20,000 square feet of project impact zone. Distribute surveys across the impact area, concentrating on areas with suitable mussel habitat,

especially shorelines and drop-offs. Without compromising the safety of the surveyor, Level One Surveys should leave no more than 100 feet between the edges of any two adjacent survey areas or between the edge of a survey area and the edge of the project impact zone. If more than one mussel/minute or a listed species is collected, a Level Two Survey may be required.

- b. Each qualitative survey will be of 20 minutes in duration. Searches will be conducted by feel, wading in shallow water and using SCUBA in deeper water, methodically covering the survey area. All mussels found will be identified to species with one example of each species found within a survey photographed. All mussels handled will be returned to the substrate. Specimens of live endangered or threatened mussels must be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Where the substrate is very compacted cobble, a hole just large enough to receive the animal to a depth of $\frac{3}{4}$ of its length should be excavated and the mussel placed into it with the posterior end (siphons) up. Other species may be returned to the substrate from the water surface.
- c. The Level One survey will include a shoreline search for evidence of mussel presence as indicated by recently dead shells.

NOTE: If a federally listed mussel species is encountered during a Level One Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

2. Level One Survey report must include, at a minimum:
 - a. Detailed description of methods used
 - b. Map or aerial photo clearly identifying the location of each survey area
 - c. Composition of substrate, depth, and other physical conditions within each survey area
 - d. List of live and dead mussel species found within each survey area
 - e. Total number of mussels encountered per minute within each survey area
 - f. One photograph of each state-listed species found within each survey area
 - g. Species and number of any recently dead shells found during shoreline search

Task 1.0 Deliverables

- The DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

E. Level Two Mussel Survey Protocol to Estimate the Number of Each Species of Mussel Present

(IF IT IS DETERMINED THAT A LEVEL TWO MUSSEL SURVEY IS REQUIRED, THE METHODS AND TASKS IDENTIFIED BELOW WILL BE FOLLOWED, THE CONTRACT WILL BE AMENDED, AND THE COMPENSATION WILL BE ADJUSTED ACCORDINGLY)

Tasks 2.0 Methods

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

1. Level Two Survey Methods:
 - a. A systematic grid measuring no greater than 20m x 20m will be used to locate quadrat sample locations throughout the portion of the project impact zone in which the Level I Survey encountered mussels at a rate of at least one mussel per minute. At each grid intersect, a $\frac{1}{4}$ m² total substrate quadrat sample will be collected from within a quadrat equipped with a $\frac{1}{4}$ inch mesh bag.
 - b. All mussels and substrate will be removed to a depth of 10-15cm, placed into the bag, and brought to the surface. All mussels found will be identified to species, measured for length, and aged by counting annual growth arrest lines. This information and the UTM coordinates will be recorded for each quadrat.

All mussels handled will be kept cool and out of the sun as much as possible and finally released in suitable habitat at least 100 ft. upstream of the area of the project impact zone. At least one photograph will be taken of each state listed species found within a quadrat.

- c. The total number of quadrats sampled will be determined in consultation with DNR personnel based on the spatial scale of the site and information generated by the Level 1 Survey.

NOTE: If a federally listed mussel species is encountered during a Level Two Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

2. Level Two Survey report must include, at a minimum:
 - a. Detailed description of methods used
 - b. Map or aerial photo clearly identifying the location/UTM coordinates of each quadrat
 - c. Composition of substrate, depth, and other physical conditions within each quadrat
 - d. Number of specimens of live and dead mussel of each species found within each quadrat
 - e. One photograph of each state listed species found within a quadrat
 - f. Length and age frequencies for each species present, summarized across all quadrats

Task 2.0 Deliverables

- The DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

II. SP 3304-27

Trunk Highway 47 Bridge Project | Little Ann River, Kanabec County, Minnesota

A. Project Overview

During the project development process for MnDOT SP 3304-27, the DNR indicated that there is potential for the project to impact rare mussel resources in the vicinity of bridge #6465 and, as a result, recommended that mussel relocation be completed to avoid impacting protected species of mussels.

The relocation effort will be performed by the biologists from the DNR. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area in which the mussel relocation is to be performed. The Project Manager must approve any changes to the relocation limits suggested by the DNR relocation team or by the DNR's Endangered Species Coordinator.

B. Tasks

The DNR will complete the following tasks:

Task 1.0 | Mussel Relocation

The purpose of this task is to remove and relocate mussels within the area of potential impact. The protocol to be followed is provided below.

C. Project Schedule

Mussel surveys and related activities can only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract. On-the-ground relocation work must be complete by June 15, 2020, unless otherwise approved by the MnDOT Project Manager. The project deliverable (relocation report) will be due by November 1, 2020, unless otherwise approved by the MnDOT Project Manager.

D. Reporting

MnDOT will require a written report to be submitted following relocation completion. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

E. Mussel Relocation Protocol

Methods/Tasks 1.0

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
 - The DNR is responsible for the acquisition of all necessary equipment.
1. Mussel relocation methods:
 - a. Selection of a Recipient Site
 - 1) Prior to the relocation, a DNR Level 1-type reconnaissance survey will be conducted to identify an area of suitable habitat at least 30 meters upstream of the upstream edge of the project impact zone. The recipient site should be similar in size to the project impact zone, and support a similar pre-existing mussel assemblage and mussel density to the project impact zone. The recipient site's substrate should not be greatly compacted such that relocated mussels will have difficulty burrowing into the substrate following relocation.
 - 2) Mussel density within the recipient site after completion of the relocation should be no more than double the pre-existing mussel density, and should not exceed 50 individuals per square meter.
 - 3) A downstream recipient site will be considered if no suitable upstream site can be found.
 - b. Relocation Methods
 - 1) For the purpose of quality control, between 24 and 48 hours in advance of beginning the relocation project, 20 randomly selected mussels of various sizes and species per acre of project impact zone will be collected from within the impact zone, marked by placing a dot of superglue or tag on the shell, and randomly and widely returned to the impact zone substrate from the water surface.
 - 2) The relocation will be conducted by systematically removing all mussels from the project impact zone to a depth of 10-15cm. The relocation effort will not be considered adequate until 90% (18 per acre) of the mussels marked for quality control purposes have been found. All mussels will be held in submerged mesh bags until relocated.
 - 3) Upon completion of the removal of mussels, a final Level 1-type timed search will be conducted in the relocation site. If the final search yields more than two mussels, relocation will continue until fewer than two mussels are found during a 20 minute search.
 - 4) Each relocated mussel will be identified to species and a tally of the total number of relocated individuals of each species will be maintained.
 - 5) Each relocated specimen of an endangered or threatened species will be measured for length, aged by counting annual growth arrest lines, and marked with a slash line, dot of colored and rubberized superglue, or glued tag.
 - 6) Presence of zebra mussels on any relocated native mussel will be noted. Zebra mussels will be removed from any specimen of an endangered or threatened species.
 - 7) Additional relocation details will be determined in consultation with DNR staff and specified in the DNR project-specific approval. Any relocation involving federally listed species will require separate USFWS review and approval of methodology.

- c. Placement of Mussels In Recipient Site
Specimens of endangered or threatened mussel species will be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Other species may be returned to the substrate from the water surface.
2. Mussel relocation report must include, at a minimum:
 - a. Map or aerial photo clearly identifying the relocation site
 - b. Map or aerial photo clearly identifying the recipient site
 - c. UTM coordinates (in NAD 83, Zone 15) of the corners of the recipient site
 - d. Methods used and results of determining mussel species and density present at the recipient site prior to the relocation
 - e. Number of specimens of each species relocated
 - f. The length and age estimate, and method of marking for each specimen of endangered or threatened species relocated

NOTE: If a federally listed mussel species is encountered during relocation, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

Task 1.0 Deliverables

- The DNR will prepare a relocation report that includes the information described above. The report will be delivered via email in PDF format.

III. SP 3307-43

Trunk Highway 65 Bridge Project | Snake River, Kanabec County, MN

A. Project Overview

During the project development process for Minnesota Department of Transportation (MnDOT) State Project 3307-43, the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the project to impact rare mussel resources in the vicinity of bridge #6778 over the Snake River and, as a result, recommended that mussel relocation be completed to avoid impacts.

The relocation effort will be performed by the biologists from the DNR. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area from which mussels are to be relocated (relocation site). The Project Manager must approve any changes to the relocation site limits suggested by the DNR relocation team or by the DNR's Endangered Species Coordinator.

B. Tasks

The DNR will complete the following tasks:

Task 1.0 | Mussel Relocation

The purpose of this task is to physically move all mussels within the area of potential impact to an alternative suitable habitat. The protocol to be followed is provided below.

C. Project Schedule

Mussel surveys and related activities can only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract and deliverables will be due by November 1, 2020 unless otherwise approved by the MnDOT Project Manager.

D. Reporting

MnDOT will require a written report to be submitted following relocation completion. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

E. Mussel Relocation Protocol**Methods/Tasks**

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
 - The DNR is responsible for the acquisition of all necessary equipment.
1. Mussel relocation methods:
 - a. Selection of a Recipient Site
 - 1) Prior to the relocation, a DNR Level 1-type reconnaissance survey will be conducted to identify an area of suitable habitat at least 30 meters upstream of the upstream edge of the project impact zone. The recipient site should be similar in size to the project impact zone, and support a similar pre-existing mussel assemblage and mussel density to the project impact zone. The recipient site's substrate should not be greatly compacted such that relocated mussels will have difficulty burrowing into the substrate following relocation.
 - 2) Mussel density within the recipient site after completion of the relocation should be no more than double the pre-existing mussel density, and should not exceed 50 individuals per square meter.
 - 3) A downstream recipient site will be considered if no suitable upstream site can be found.
 - b. Relocation Methods
 - 1) For the purpose of quality control, between 24 and 48 hours in advance of beginning the relocation project, 20 randomly selected mussels of various sizes and species per acre of project impact zone will be collected from within the impact zone, marked by placing a dot of superglue or tag on the shell, and randomly and widely returned to the impact zone substrate from the water surface.
 - 2) The relocation will be conducted by systematically removing all mussels from the project impact zone to a depth of 10-15cm. The relocation effort will not be considered adequate until 90% (18 per acre) of the mussels marked for quality control purposes have been found. All mussels will be held in submerged mesh bags until relocated.
 - 3) Upon completion of the removal of mussels, a final Level 1-type timed search will be conducted in the relocation site. If the final search yields more than two mussels, relocation will continue until fewer than two mussels are found during a 20 minute search.
 - 4) Each relocated mussel will be identified to species and a tally of the total number of relocated individuals of each species will be maintained.
 - 5) Each relocated specimen of an endangered or threatened species will be measured for length, aged by counting annual growth arrest lines, and marked with a slash line, dot of colored and rubberized superglue, or glued tag.
 - 6) Presence of zebra mussels on any relocated native mussel will be noted. Zebra mussels will be removed from any specimen of an endangered or threatened species.

- 7) Additional relocation details will be determined in consultation with DNR staff and specified in the DNR project-specific approval. Any relocation involving federally listed species will require separate USFWS review and approval of methodology.
- c. Placement of Mussels In Recipient Site
Specimens of endangered or threatened mussel species will be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Other species may be returned to the substrate from the water surface.
2. The mussel relocation report must include, at a minimum:
 - a. Map or aerial photo clearly identifying the relocation site
 - b. Map or aerial photo clearly identifying the recipient site
 - c. UTM coordinates (in NAD 83, Zone 15) of the corners of the recipient site
 - d. Methods used and results of determining mussel species and density present at the recipient site prior to the relocation
 - e. Number of specimens of each species relocated
 - f. The length and age estimate, and method of marking for each specimen of endangered or threatened species relocated

NOTE: If a federally listed mussel species is encountered during relocation, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

Task 1.0 Deliverables

- The DNR will prepare a relocation report that includes the information described above. The report will be delivered via email in PDF format.

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INVOICE NO. _____

Estimated Completion: []%

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1044199

Billing Period: From _____ to _____

Contract Expiration Date: December 31, 2020

Invoice Date: _____

SP Number: 1311-06, 3304-27, 3307-43

TH Number: 243, 47, 65

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount SP 1311-06	\$20,000.00			
2. Lump Sum Amount SP 3304-27	\$3,000.00			
3. Lump Sum Amount SP 3307-43	\$7,000.00			
Net Earning Totals:	\$30,000.00			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1150			
Total**			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: Department of Natural Resources (DNR)

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



MAD Project Number: 2020-173

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Beth Bibus

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$4,900.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: 177402
Number/Date/Entry Initials

Order: 3000537654
Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide flexible consultation to the state's rail director to support interagency efforts and the work of the rail council.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Beth Bibus

Requesting Agency: Kathryn Hatt

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 35 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$4,900.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective May 26, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 1, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Kathryn Hatt. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Digitally signed by Renda E Rappa Date: 2020.05.22 08:05:18 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

STATE OF MINNESOTA

SUBLEASE

SUBLEASE NO. **12356-AS**

MnDOT Contract No. 1044295

THIS SUBLEASE is made by and between State of Minnesota, Department of Administration, hereinafter referred to as SUBLANDLORD, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as SUBTENANT, acting for the benefit of the Office of Ombudsperson for the Department of Corrections.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

WHEREAS, pursuant to Lease No. 12158 (MNDOT Contract No. 1002941), attached hereto as Exhibit A, and hereinafter referred to as "Master Lease", SUBLANDLORD has leased approximately five thousand eight hundred ninety eight (5,898) usable square feet of office space in the building known as Griggs Midway Building ("Building") located at 1821 University Avenue West, Suite N-181, St. Paul, Minnesota 55104 ("Leased Premises")

WHEREAS, SUBTENANT desires to lease a portion of the Leased Premises;

WHEREAS, SUBTENANT is bound by the terms and conditions of the Master Lease, as if it was the lessee under said Master Lease unless otherwise set forth in this Sublease;

NOW, THEREFORE, SUBLANDLORD and SUBTENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **SUBLEASED PREMISES** SUBLANDLORD grants and SUBTENANT accepts a sublease of the following described Subleased Premises located in the City of St. Paul, County of Ramsey, Minnesota 55104:

approximately four hundred thirty five (435) usable square feet of office space and shared use of common areas, to include, but not limited to, the reception area, conference rooms and break room, if any, as shown on the floor plan attached hereto and incorporated herein as Exhibit B, in the Building located at 1821 University Avenue West, Suite N-181.

2. **USE** SUBTENANT shall use and occupy the Subleased Premises only as office and related activities.

3. **TERM** The term of this Sublease is three (3) months and sixteen (16) days, commencing June 15, 2020 and continuing through September 30, 2020 ("Sublease Term").

4. **RENT**

4.1 **Rent Payment** In consideration for the covenants, representations and conditions of the Sublease, SUBTENANT shall pay SUBLANDLORD rent for the Sublease Term in the sum of two thousand five hundred twenty nine and 65/100 dollars (\$2,529.65) in accordance with the rent schedule set forth below:

<u>SUBLEASE TERM</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR SUBLEASE TERM</u>
6/15/20 - 6/30/20	435	\$19.75	\$ 381.83 *	\$ 381.83 *
7/1/20 - 9/30/20	435	\$19.75	\$ 715.94	\$ 2,147.82
			TOTAL	\$ 2,529.65

Note: *Prorated Rent

4.2 **Rent Billing Address** SUBLANDLORD shall mail or personally deliver original bills and rent invoices/statements to SUBTENANT at the following address:

Office of Ombudsperson for the Department of Corrections
1821 University Avenue
Suite N-181
St Paul MN 55104

4.3 **Rent Payment Address** SUBTENANT agrees to pay rent at the end of the applicable calendar month to SUBLANDLORD by check or money order made payable to the Commissioner of Transportation and mailed or delivered to:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1044295 and Invoice No. (####)
Mail Stop 215
395 John Ireland Boulevard
St Paul MN 55155

SUBTENANT's rent payment must reference the MnDOT Contract Number as shown above and the MnDOT Invoice Number shown on the invoice/statement.

4.4 SUBLANDLORD represents and warrants that it is solely entitled to all of the rents payable under the terms of this Sublease and that SUBTENANT shall have the quiet enjoyment of the Subleased Premises during the full term of this Sublease and any extension or renewal thereof.

5. **TERMINATION**

- 5.1 In the event that the Minnesota State Legislature does not appropriate to the Office of Ombudsperson for the Department of Corrections funds necessary for the continuation of this Sublease, or in the event that Federal Funds necessary for the continuation of this Sublease are withheld for any reason, this Sublease may be terminated by SUBTENANT upon giving thirty (30) days written notice.
- 5.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this Sublease is subject to cancellation upon thirty (30) days written notice by SUBTENANT any reason except Sublease of other non-state-owned land or premises for the same use.
- 5.3 Notwithstanding Section 5.1 and 5.2 above, this Sublease may be terminated by SUBTENANT for any reason at any time upon giving fifteen (15) days prior written notice to SUBLANDLORD.
- 5.4 SUBTENANT covenants that at the termination of this Sublease by lapse of time, or otherwise it shall remove its personal property and vacate and surrender possession of the Subleased Premises to SUBLANDLORD in as good condition as when SUBTENANT took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Subleased Premises shall remain a part thereof and shall not be removed unless SUBLANDLORD elects to permit removal.

6. **DUTIES OF SUBLANDLORD**

- 6.1 SUBLANDLORD shall furnish and provide for the use of SUBTENANT:
- a. Key cards for access to the Subleased Premises.
 - b. Standard office and workstation furniture, including desk chairs.
 - c. Access to Internet and/or to Wi/Fi connection.
- 6.2 Disability Access Guidelines SUBLANDLORD agrees to provide and maintain the Subleased Premises and the building of which the Subleased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

7. **DUTIES OF SUBTENANT**

7.1 Except as otherwise provided herein, SUBTENANT shall:

- a. Furnish materials and services required for its use of the Subleased Premises.
- b. Maintain the Subleased Premises in a reasonably good condition and state of repair during the continuance of its tenancy.

7.2 SUBTENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility, or any service, whether such is furnished by SUBLANDLORD or obtained and paid for by SUBTENANT.

8. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, SUBLANDLORD and SUBTENANT shall not permit smoking in the Subleased Premises, including but not limited to e-cigarettes and vaping.

9. **INSURANCE**

9.1 SUBLANDLORD and SUBTENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

9.2 SUBTENANT agrees that SUBLANDLORD assumes by this Sublease no liability for loss of SUBTENANT'S personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to SUBLANDLORD'S negligence, acts or omissions as determined by a court of law.

10. **MAINTENANCE AND REPAIRS**

10.1 It shall be the duty of SUBLANDLORD to maintain at its own expense, in working condition, all appurtenances within the scope of this Sublease, including the maintenance of plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

10.2 SUBLANDLORD shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Sublease, provided, however, that SUBLANDLORD shall not be responsible for repairs upon implements or articles which are the personal property of SUBTENANT, nor shall SUBLANDLORD bear the expense of repairs to the Subleased Premises necessitated by damage caused by SUBTENANT beyond normal wear and tear.

11. **HEADINGS** The titles to Sections of this Sublease are not a part of this Sublease and shall have no effect upon the construction or interpretation of any part hereof.

12. **EXECUTION IN COUNTERPARTS** The Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Sublease taken together shall constitute but one and the same Sublease. Delivery of an executed counterpart of this Sublease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Sublease.
-

EXHIBITS:

Exhibit A	Master Lease
Exhibit B	Subleased Premises Floor Plan

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

SUBLANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of
DEPARTMENT OF TRANSPORTATION

Routed concurrently for signature.
By See next page.
Real Estate and Construction Services

Date _____

SUBTENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of
OFFICE OF OMBUDSPERSON FOR THE
DEPARTMENT OF CORRECTIONS

Routed concurrently for signature.
By See next page.
Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Sheila M. Kauppi Digitally signed by Sheila M. Kauppi
Date: 2020.06.04 12:38:26 -05'00'

Title Metro Deputy District Engineer

Date _____

APPROVED:
STATE OF MINNESOTA
OFFICE OF OMBUDSPERSON FOR THE
DEPARTMENT OF CORRECTIONS

Routed concurrently for signature.
By See next page.

Title _____

Date _____

APPROVED:
STATE OF MINNESOTA
MNDOT CONTRACT MANAGEMENT
(As to form and execution)

By Kyle Fisher Digitally signed by Kyle Fisher
Date: 2020.06.05 08:12:39 -05'00'

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

Routed concurrently for signature.
By See next page.

Date _____

SWIFT P.O. _____

Contract No. _____

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

SUBLANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of
DEPARTMENT OF TRANSPORTATION

By *Theresa Theberge*
Real Estate and Construction Services

Date 06-15-2020

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By _____

Title See Attached

Date _____

APPROVED:
STATE OF MINNESOTA
MNDOT CONTRACT MANAGEMENT
(As to form and execution)

By _____

Title See Attached

Date _____

SUBTENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of
OFFICE OF OMBUDSPERSON FOR THE
DEPARTMENT OF CORRECTIONS

By *Theresa Theberge*
Real Estate and Construction Services

Date 06-15-2020

APPROVED:
STATE OF MINNESOTA
OFFICE OF OMBUDSPERSON FOR THE
DEPARTMENT OF CORRECTIONS

By *M. A. H.*

Title Ombuds person

Date 6/9/2020

STATE ENCUMBRANCE VERIFICATION
*Individual signing certifies that funds have been encumbered as
required by Minn. Stat. §16A.15 and §16C.05.*

By Renee Sutton

Date 6/12/2020

SWIFT P.O. FY20 3000125423 / FY21 300012542

Contract No. 178508

STATE OF MINNESOTA

LEASE

LEASE NO. **12158**
MnDOT Contract No. 1002941

THIS LEASE is made by and between Griggs-Midway Building Corp., hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Transportation.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW, THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described Leased Premises located in the City of St. Paul, County of Ramsey, Minnesota 55104:

approximately two thousand two hundred sixty-four (2,264) usable square feet of space, as shown on the floor plans attached hereto and incorporated herein as Exhibit A1-A2, in the building known as Griggs-Midway Building ("Building") located at 540 Fairview Avenue North, in Suite #301.

2. **USE** Tenant shall use and occupy the Leased Premises only for office and related activities.

3. **LEASE TERM**

3.1 **Tenant's Work, Commencement and Expiration Dates**

- a. The term of this Lease is two (2) years, commencing May 1, 2016 ("Commencement Date") and continuing through April 30, 2018 ("Lease Term").
- b. At no additional cost, Tenant shall have access to the entire Leased Premises on and after April 25, 2016 ("Tenant's Work Commencement Date") for furniture installation, moving in of office equipment or other personal property and IT installation ("Tenant's Work").

- 3.2 **Landlord Work Completion** Landlord shall make every effort to provide substantial completion of Landlord's Work by the Tenant's Work Commencement Date so as to

Lease 12158

Page 2 of 22

enable Tenant to complete Tenant's Work. Lessor shall complete remodeling of the Leased Premises in its entirety by the Commencement Date.

3.3 Adjusted Commencement Date In the event Tenant cannot have access to the entire Leased Premises by the Tenant's Work Commencement Date and occupancy and possession of the entire Leased Premises by the Commencement Date due to Landlord's failure to complete Landlord's Work, the following shall apply.

- a. The Adjusted Commencement Date shall be the later date of either of the following:
 - i. The date which is sixteen (16) days subsequent to the actual Tenant's Work Commencement Date.
 - ii. The date that Landlord's Work is substantially completed.
- b. Amendment & Prorated Rent
 - i. By amendment to be executed in the same manner as the execution of this Lease, Landlord and Tenant shall establish the Adjusted Commencement Date and corresponding rent payable.
 - ii. If the Commencement Date is other than the first day of the month, the rent payable in the first month of the Lease Term shall be prorated and shall be the product obtained by multiplying the full monthly rent payable by a fraction, the numerator of which is the number of leased days in the applicable calendar month and the denominator of which is equal to the total number of days in the applicable calendar month.

4. USABLE SPACE MEASUREMENTS

- 4.1 Definition The Leased Premises is defined as the total usable square feet exclusively occupied by Tenant and is the basis for calculation of rent payable hereunder.
- 4.2 Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
- 4.3 Exclusions and Deductions Excluded from the usable square feet measurement are:
 - a. vertical shafts,
 - b. elevators,
 - c. stairwells,

EXHIBIT A ("Master Lease")

- d. dock areas,
- e. mechanical, utility and janitor rooms,
- f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants;
- g. each and every column and/or pilaster within the Leased Premises of four (4) square feet or more; and
- h. each and every column and/or pilaster attached to the exterior or demising wall within the Leased Premises.

5. **RENT**

5.1 **Rent Payment** In consideration for the covenants, representations and conditions of the Lease, Tenant shall pay Landlord rent for the Lease Term in the sum of eighty eight thousand two hundred ninety-six and no/100 dollars (\$88,296.00) payable in equal monthly payments of three thousand six hundred seventy-nine and no/100 dollars (\$3,679.00), a gross annual rate of \$19.50 per usable square foot.

5.2 **Rent Billing Address** Landlord shall mail or personally deliver original bills and rent statements to Tenant at the following address:

Office of Financial Management, Payable
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899

5.3 **Rent Payment Address** Tenant shall mail or deliver the monthly rent set forth above at the end of the applicable calendar month to Landlord at the following address:

Griggs-Midway Building Corp
1821 University Ave
St Paul MN 55104

5.4 **Landlord Receipt of Rent** Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

5.5 **Landlord Registered with Secretary of State** Landlord further represents and warrants that it is registered with the Secretary of the State to do business in the State of Minnesota and will continue to provide the documentation required by the Secretary of State's office to remain in good standing.

6. **PARKING** Landlord shall provide parking in the parking lot adjacent to the Building for the use of Tenant, its invitees, licensees and guests. It is understood by Landlord and Tenant that there is no additional rent payable for parking provided in this Lease.

Lease 12158

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7. TERMINATION

7.1 Funding In the event that the Minnesota State Legislature does not appropriate to the Department of Transportation funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days prior written notice to Landlord.

7.2 Statute Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease may be terminated upon thirty (30) days prior written notice by Tenant to Landlord, for any reason except lease of other non-state-owned land or premises for the same use.

8. SURRENDER OF LEASED PREMISES Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

8.1 Personal Property Any equipment and furniture, including, but not limited to, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant. Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted.

8.2 Alterations, Additions and Improvements

a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.

b. If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 8.2 a. above.

8.3 Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises unless Tenant, in its sole discretion, elects to remove the cabling.

EXHIBIT A ("Master Lease")

9. **OPTION TO RENEW**

- 9.1 Landlord grants and Tenant accepts the right to one (1) option to renew this Lease for a period of one (1) year, commencing May 1, 2018 and continuing through April 30, 2019 ("Option Period") at the same terms, conditions and rental rate as this Lease.
- 9.2 To exercise the above noted Option to Renew, Tenant must indicate in writing its intent to exercise the option no later than February 28, 2018.
- 9.3 Tenant shall pay Landlord rent for the Option Period in the sum of forty five thousand two hundred seventy-nine and 96/100 dollars (\$45,279.96) payable in equal monthly payments of three thousand seven hundred seventy-three and 33/100 dollars (\$3,773.33), a gross annual rate of \$20.00 per usable square foot.

10. **LANDLORD'S WORK**

- 10.1 Landlord shall, at its expense, perform the following work (collectively referred to as "Landlord's Work"):
- a. Construction of a doorway between Suite #301 and the additional space.
 - b. Installation of four (4) electrical outlets in locations designated by Tenant.
 - c. Installation of commercial-grade carpet in the additional space.
 - d. Installation of blinds on all windows.
 - e. Painting of all wall surfaces as required.
- 10.2 Landlord agrees that the type and colors of wall, floor and window coverings shall be subject to approval by Tenant.
- 10.3 Landlord agrees to substantially complete Landlord's Work set forth herein by April 25, 2016.
- 10.4 Landlord shall, at its expense, provide all architectural and engineering services and plans.

11. **AS-BUILT PLANS**

- 11.1 Upon completion of Landlord's Work, Landlord shall, at its expense, provide Tenant with an electronic and hard copy of as-built plans and in AutoCAD 2013 or earlier format, of the Leased Premises following the American Institute of Architects (AIA) layering system. Final dimensions must be gathered by Landlord via field verification of existing and newly constructed spaces and used to create the as-built plans. The as-Built plans

Lease 12158
Page 6 of 22

must include accurate locations of all new and existing doors, windows, columns, walls and data and electrical locations.

- 11.2 Upon Tenant's receipt of as-built plans of the Leased Premises, Tenant shall re-measure the leased space in accordance with Section 4 of the Lease. Landlord and Tenant agree to amend the Lease to include the as-built plans as an exhibit to the Lease and, if there is a change in usable square feet, to revise the usable square footage based on the as-built plans.

12. TELECOMMUNICATIONS

- 12.1 Building Access The entrance size must be large enough to provide access for the telephone company's facilities as necessary to accommodate the Tenant's needs. If the entrance size does not meet access requirements by the telephone company, the State of Minnesota or other telecom providers, Landlord shall, at its expense, make the changes necessary to ensure that building access requirements are met.

- 12.2 Equipment Room (ER) (formerly known as Minimum Point of Presence [MPOP]) Landlord shall, at its expense, provide a room designated as the ER where all underground telecommunications facilities and riser cables will terminate.

a. The ER should meet the following requirements:

- (i) Be as close as possible to the center of the Building to minimize the horizontal copper cable lengths (maximum of 90 meters [295 ft.]).
- (ii) Be dedicated to telecommunications equipment only and have:
 - (a) minimum size of 10 feet x 12 feet. Depending on the size of the Building, this may increase.
 - (b) minimum lighting of 50-foot candles measured 3' above finished floor level.
 - (c) controlled access by way of key or key card, limited to only those who are authorized to provide telecommunication services in this location.
 - (d) smoke and heat sensors, connected to the main Building security system.
 - (e) 36" wide lockable entry door, opening outward.
 - (f) no electrical transformers or any other type of equipment that can cause electromagnetic interference (EMI) or radio frequency

EXHIBIT A ("Master Lease")

interference (RFI) in any ER or the Telecommunications Room (TR).

b. The ER must meet the following requirements:

- (i) No dimmer switches.
- (ii) Have access to and identification of the Building-grounding electrode as described in National Electrical Code handbook.
- (iii) Temperature and humidity must be within a range that will not cause corrosion on terminations and there must not be water intrusion problems.
- (iv) Have a minimum of 3 dedicated, isolated, separately fused 20-amp branch circuits, each with an 110V 2-gang electrical outlet with four receptacles.
- (v) Have adequate ventilation that provides heat dissipation for all installed equipment.
- (vi) Have overall temperature maintained between 64 and 75 degrees.
- (vii) Have relative humidity from 30 to 55 percent. NOTE: Measurements for temperature and humidity are taken at 5' above the finished floor – in front of or between equipment.
- (viii) Have adequate plywood (3/4 - 5/8 inch) on wall for wire and equipment termination and installation, painted with a light colored paint and meeting all applicable fire codes.
- (ix) Any sprinkler heads must have a wire protection cage installed to prevent accidental operation.
- (x) Drainage troughs should be installed under any sprinkler pipes to prevent them from leaking onto telecommunications equipment.
- (xi) Provide all required cable from the ER to the TR on the floor of which the Leased Premises is a part for present and future requirements.
- (xii) No cable/wiring that does not meet building code.

Lease 12158

Page 8 of 22

12.4 Equipment Room (ER) and Telecommunications Room (TR) Grounding

- a. Telecommunication Ground Busbar In the TR or ER, Landlord shall install a "Telecommunications Grounding Busbar" and Telecommunication Bonding Backbone connecting either room to the Building grounding electrode.
- b. Bonding Conductor Landlord is responsible to provide ground wiring American Wiring Gauge (AWG) #6 stranded wire from the "Telecommunications Grounding Busbar" to all telecommunication racks. Landlord shall install an AWG #2 stranded wire from the TR/ER Busbar to the Building grounding electrode.
- c. Landlord shall provide a grounding conductor from the ground Busbar to each equipment rack and section of basket tray/cable tray in each ER/TR.

12.5 Telecommunications Rooms (TR)

- a. For every 10,000 square feet of office space per floor, Landlord shall provide one TR. The telecommunications closet shall be at a minimum 100 square feet. **Maximum cabling distance from a TR to an office cannot exceed 90 meters.**
- b. All other requirements for the TR'S are the same as Section 12.4 a. above.

12.6 Horizontal Wiring Landlord shall provide and install, at its expense, a horizontal subsystem that will provide a cable route from the TR'S and computer room to each station on the floor. The subsystem should be made up of one of the following:

- a. Under floor duct system (e.g., walker duct system).
- b. Suspended ceilings.
- c. Raised flooring.
- d. Conduit.
- e. Powerpoles.

12.7 Vertical Wiring Landlord will provide a minimum of 12-strands single-mode and 12-strand multi-mode fiber-optic cable from the ER to the computer room in the Leased Premises.

13. TENANT REQUESTED ALTERATIONS

- 13.1 In the event Tenant desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that the

Alterations are at Tenant's expense, alterations shall be approved by and arranged through Landlord as follows:

- a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.
- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
 - (i) Alterations totaling \$2,500.00 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
 - (ii) Alterations totaling \$2,500.01 through \$8,000.00 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
 - (iii) Alterations of \$8,000.01 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

13.2 Upon completion of the Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

14. **DUTIES OF LANDLORD** Landlord shall, at its expense, provide the following:

14.1 **Management**

- a. Landlord agrees that in exercising its management responsibilities of the property of which the Leased Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
- b. Landlord shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

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- 14.2 Utilities Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.
- 14.3 Electrical Service Landlord shall provide adequate electrical service to the Leased Premises to accommodate Tenant's needs and the Building of which the Leased Premises is a part.
- 14.4 Heating and Cooling
- a. The Leased Premises shall be served by heating and cooling facilities of a sufficient design capacity to maintain the Leased Premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining the optimal use.
- b. For purposes hereof, the acceptable space temperature settings for various leased space are as follows:
- (i) Heating temperatures will be set at the following maximum temperatures:
- 68°F to 70°F for all occupied areas and cafeterias with the goal of maintaining the space temperature within the range of 70°F to 74°F during working hours.
 - 65°F to 67°F for all lobby, corridor and restroom areas.
 - 60°F to 62°F for all building entrances, storage areas and tunnels.
 - Temperature settings for all the above referenced spaces must be lowered to 60°F to 62°F during non-working hours.
 - 55°F for all unoccupied spaces.
 - 55°F for all vacated spaces.
- (ii) Cooling temperatures will be set at the following minimum temperatures:
- 76°F to 78°F for all occupied space excluding re-heat systems with the goal of maintaining the space temperature less than 78°F during working hours.

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- Temperature settings for all the above referenced spaces will be increased to 85°F during non-working hours.

(iii) Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

14.5 Relative Humidity Landlord warrants that the Leased Premises is served by heating, cooling and other facilities of a design capacity sufficient to maintain the Leased Premises within the range of 20% - 60% relative humidity, assuming optimal use of the thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents within the Leased Premises.

14.6 Ventilation and Environmental Quality

- a. Landlord shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013, or as amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:
- (i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.2, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**
 - (ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

If air filters are used, Landlord shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.

- b. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.2, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, Landlord shall change the filters at least two (2) times per year or more often as required.
- c. It is understood by Landlord and Tenant that no wall covering will be installed around pipe chases.
- d. Landlord shall, at its expense, remove and replace any building material with visible or detected evidence of water infiltration or mold growth.

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14.7 Lighting

- a. Landlord shall provide the Leased Premises with overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).
- b. Landlord shall re-lamp light fixtures and replace light ballasts as needed.

14.8 Restrooms Landlord shall provide the Leased Premises with separate restroom facilities for men and women. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom. Ventilation for restrooms must be in accordance with applicable building codes.

14.9 Janitorial Service Landlord shall provide janitorial services and supplies to the Leased Premises and common areas of the Building in accordance with the janitorial schedule attached and incorporated herein as Exhibit B.

14.10 Window Cleaning Landlord shall, at its expense, semi-annually wash the inside and outside of exterior windows of the Building, including ledges and sills.

14.11 Trash and Recycling Services

- a. Trash Removal Landlord shall, at its expense, provide trash disposal services.
- b. Recycling Services
 - (i) Pursuant to Minn. Stat. §16B.24, subd. 6(d), Landlord shall provide space for recyclable materials.
 - (ii) Landlord shall, at its expense, provide recycling services, including, but not limited to, the following:
 - (a) Provide all recycling containers, either individual containers at each workstation/office and/or centralized containers throughout the Leased Premises;
 - (b) Pursuant to Minn. Stat. §115A.151, subd. (a)(1) collect at least three recyclable materials, such as, but not limited to, paper, glass, plastic and metal; and
 - (c) Empty the centralized recycling containers and return of the recycling containers to the Leased Premises.

14.12 Sustainable Building Guidelines Landlord agrees, when feasible, to follow the sustainable building guidelines (www.b3mn.org/guidelines/index.html) for maintenance and improvements to the Leased Premises. Feasibility shall be determined by

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Landlord, in its sole discretion, and consider such factors as long term costs and benefits over the term of the lease, performance, aesthetics, material/labor availability and impact on Building valuation.

- 14.13 Fire Safety Landlord shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.
- 14.14 Common Areas Landlord shall provide sufficient light, heat, maintenance and security measures to the common and public access areas of the Building, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.
- 14.15 Landscaping/Grounds Maintenance Landlord shall, at its expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair, including, but not be limited to:
- a. Grass cutting, weed control and tree trimming as necessary with annual shrubbery trimming;
 - b. Prompt removal and replacement of dead or dying trees and shrubbery with trees and shrubbery of similar size and type. Tenant may make recommendations for replacement types;
 - c. Seasonal flower planting and maintenance;
 - d. Prompt removal of debris from grounds, walkways and parking lots;
 - e. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.
 - f. Prompt repair/replacement of up-heaved or sunken walkways and broken or damaged walkways and curbs.
 - g. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good condition.
- 14.16 Snow Removal Landlord shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 6:30 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 6:30 a.m., Landlord will make every effort to complete the snow removal as soon as possible.

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14.17 General Maintenance and Repairs

- a. Landlord General Responsibility Landlord, at its expense, shall provide repair and maintenance as needed to maintain the Leased Premises and the Building in good order and condition, including, but not limited to, prompt repair and maintenance of all plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork, roof, foundations, concrete surfaces, walls, gutters, downspouts, sewer and other utilities, whether interior or exterior, above or below ground, including repair and maintenance of improvements or equipment added to the Leased Premises, whether or not the original cost of the improvement or equipment was borne by Tenant.
- b. Exceptions to Landlord Responsibility Landlord shall not be responsible for repairs upon equipment which are Tenant's personal property, nor shall Landlord bear the expense of repairs to the Leased Premises necessitated by damage caused by Tenant which is beyond normal wear and tear.

14.18 Heating, Ventilation and Air Conditioning (HVAC) Maintenance

- a. Landlord shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by Tenant.
- b. Landlord shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).
- c. Air Conditioning Cooling Equipment Maintenance:
 - (i) Primary fresh air cooling system All interior surfaces of the ductwork within five (5) feet downstream and five (5) feet upstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed in March or April and in September or October of each year. If fiberglass interior liners are located within five (5) feet upstream and downstream of the cooling coils, Landlord shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.
 - (ii) Secondary cooling system, such as heat pumps All interior surfaces of the ductwork within two (2) feet downstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed at least once in every two (2) year period. If fiberglass interior liners are located within two (2) feet downstream of the cooling coils, Landlord shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.

- 14.19 Delivery of Leased Premises Landlord covenants that it will deliver the Leased Premises to Tenant in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.
- 14.20 Quiet Enjoyment Tenant shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.
- 14.21 Taxes and Assessments Landlord shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises is a part.
- 14.22 Exterior Lighting Landlord shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 14.23 Disability Access Guidelines Landlord agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises is a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with the property.
- 14.24 Energy Conservation In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that Landlord shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide the service.
- 14.25 Pest Control Landlord shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.
- 14.26 Repainting and Carpet Replacement Landlord shall, at its expense and based on a five hundred and no/100 dollars (\$500.00) per year maximum:
- a. Touch up paint from time to time as may be reasonably necessary to keep the walls in good order and condition.
 - b. Replace worn carpet at such time during occupancy as may be necessary.

15. **DUTIES OF TENANT**

- 15.1 Tenant shall allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- 15.2 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.

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- 15.3 Assignment/Sublease Tenant shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of Landlord.
- 15.4 Tenant shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by Landlord or obtained and paid for by Tenant.
16. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable or Tenant is unable to conduct its business, the rent payable hereunder shall be abated from the time of the damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord the amount of time as Tenant deems reasonable to restore the damaged Leased Premises to tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days written notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.
17. **INSURANCE**
- 17.1 Property Damage It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for loss or damage, even if the loss or damage shall have been caused by the fault or negligence of the other party or by anyone for whom the party may be responsible.
- 17.2 Liability Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
18. **BUILDING ACCESS AND SERVICES**
- 18.1 Landlord shall provide Building access and services to the Leased Premises from 6:00 a.m. to 7:00 p.m. Monday through Friday, and from 8:00 a.m. to 7:00 p.m. Saturday, also defined as "Working Hours".
- 18.2 Landlord shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of Tenant.
19. **NEW LANDLORD** In the event the Leased Premises or the Building of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if Landlord shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for

EXHIBIT A ("Master Lease")

any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to Landlord, proper written notice of the change must be delivered to Tenant as promptly as possible. Tenant's "Transfer of Ownership of Lease" document shall be executed by the parties hereto in order that the State of Minnesota Management and Budget is provided with authorization to issue payments to a new party.

20. **DEFAULT BY LANDLORD** If Landlord shall default in the performance of any of the terms or provisions of this Lease, Tenant shall promptly so notify Landlord in writing. If Landlord shall fail to cure the default within thirty (30) days after receipt of the notice, or if the default is of the character as to require more than thirty (30) days to cure and Landlord shall fail to commence to do so within thirty (30) days after receipt of the notice and thereafter diligently proceed to cure the default, then in either event, Tenant, at its sole option, may terminate this Lease upon thirty (30) days prior written notice, or may cure the default. In the event Tenant cures the default, Landlord shall pay all reasonable and actual expenses paid by Tenant to cure said default, including attorneys fees, within ten (10) days of receipt of invoices therefore rendered, or Tenant shall have a specific right to set off any the amounts due from Landlord against any rent payments or other amounts due under this Lease. In the event Tenant elects to terminate this Lease, the termination shall not limit Tenant's rights to damages caused by the breach and failure to cure. This provision in no way limits Tenant's other remedies for breach under common law or this Lease.
21. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
22. **AFFIRMATIVE ACTION**
- 22.1 If the Lease amount exceeds \$100,000 and the Landlord employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Landlord must comply with the requirements of Minn. Stat. § 363A.36 and Minn. Rules Parts 5000.3400-5000.3600. A Landlord covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 22.2 **Minn. Stat. § 363A.36** Minn. Stat. § 363A.36 requires the Landlord to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event.

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22.3 Minnesota Rule 5000.3550 - Disabled Individuals Affirmative Action Section

- a. Landlord shall not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Landlord agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b. Landlord agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of Landlord's noncompliance with the requirements of this Section, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- d. Landlord agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Notices shall state Landlord's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. Landlord shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Landlord is bound by the terms of Minn. Stat. §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

23. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Leased Premises.

24. **HAZARDOUS SUBSTANCES**

24.1 **General**

- a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of

1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).

- b. Landlord warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release on or about the Building of which the Leased Premises is a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which it is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Landlord further agrees to indemnify and hold Tenant (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of Landlord's installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises is a part.
- c. Landlord represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises is a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the Building or land of which the Leased Premises is a part, Tenant, at its option, may terminate this Lease with sixty (60) days written notice to Landlord.

24.2 Storage Tank Landlord has not, and to the best of its knowledge no prior owner or occupant installed in, on or about the Leased Premises or the Building or land of which the Leased Premises is a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.

24.3 Asbestos In addition to the above representations, covenants and warranties, Landlord hereby warrants that to the best of its knowledge, no materials containing asbestos have been used or installed upon the Leased Premises or, if at any time asbestos containing materials were located on the Leased Premises, such materials have been removed prior to the date of this Lease.

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24.4 Radon Landlord has undertaken certain environmental and geologic testing to determine the possibility of future radon exposure to occupants of the Leased Premises or the Building of which the Leased Premises is a part, based upon presently accepted procedures for radon detection. Such testing included analysis of soil permeability, testing of ground soil for radon related minerals and a survey of owners of adjacent properties for radon levels of their property. As radon is a naturally occurring substance, no guarantee of nonexistence can be made. Such testing has determined that prevailing conditions do not encourage the presence of radon in the Leased Premises, although Tenant acknowledges that, because of the nature of radon, Landlord cannot guarantee that the Leased Premises or the Building, of which the Leased Premises is a part, will remain free of radon.

25. **SIGNAGE**

25.1 Tenant shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from Landlord.

25.2 Building directories, room numbers, identification and directional signs shall be provided to the section level as it relates to Tenant's organization. The signage shall be provided and installed at Landlord's expense and shall be of a uniform design throughout the Building as mutually agreed upon by the parties.

26. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

27. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

27.1 Landlord must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to Landlord and Tenant.

27.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If Landlord receives a request to release the data referred to in this Section, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely. If Landlord denies access to the data, Landlord's response must reference the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.

28. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Rent, Tenant's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.
29. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
30. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.
31. **NOTICES**
- 31.1 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 31.2 below.
- a. when personally delivered to the addressee, or
 - b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
 - c. one (1) business day after deposited with an overnight courier service.

31.2 **Mailing Addresses:**

Landlord:

Griggs-Midway Building Corp
c/o PMI
1821 University Ave #S-144
St Paul MN 55104

Tenant:

Real Estate and Construction Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155

ATTACHMENTS:

Exhibit A1-A2 Floor Plans
Exhibit B Janitorial Schedule

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:

GRIGGS-MIDWAY BUILDING CORP

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By *Paul Griggs*
 Title *agent for CMBC*
 Date *3/11/2016*

By _____
 Title _____
 Date _____

TENANT:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By *Susan T. Estes*
 Real Estate and Construction Services

Date *APR 13 2016*
 ("Execution Date")

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

By *Scott L. Z...*
 Title *Metro District Engineer*
 Date *4/4/16*

RECOMMENDED:

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

By *Amyr Gaudin*
 Contract Management

Date *4/11/16*

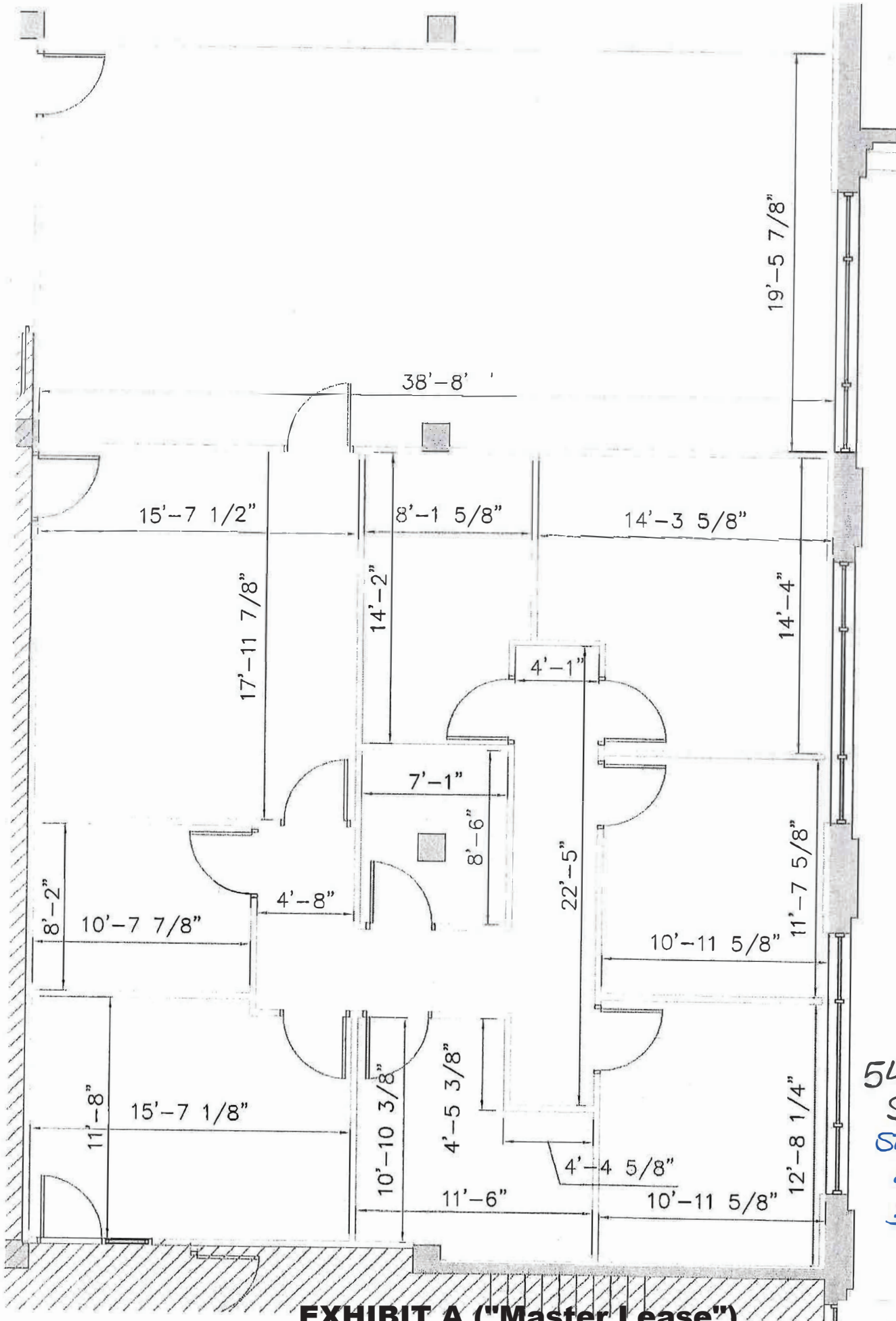
STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds are unencumbered as required by Minn. Stat. §16A.15 and §16C.05.

By *Michael Frankel*
 Date *4/5/16*

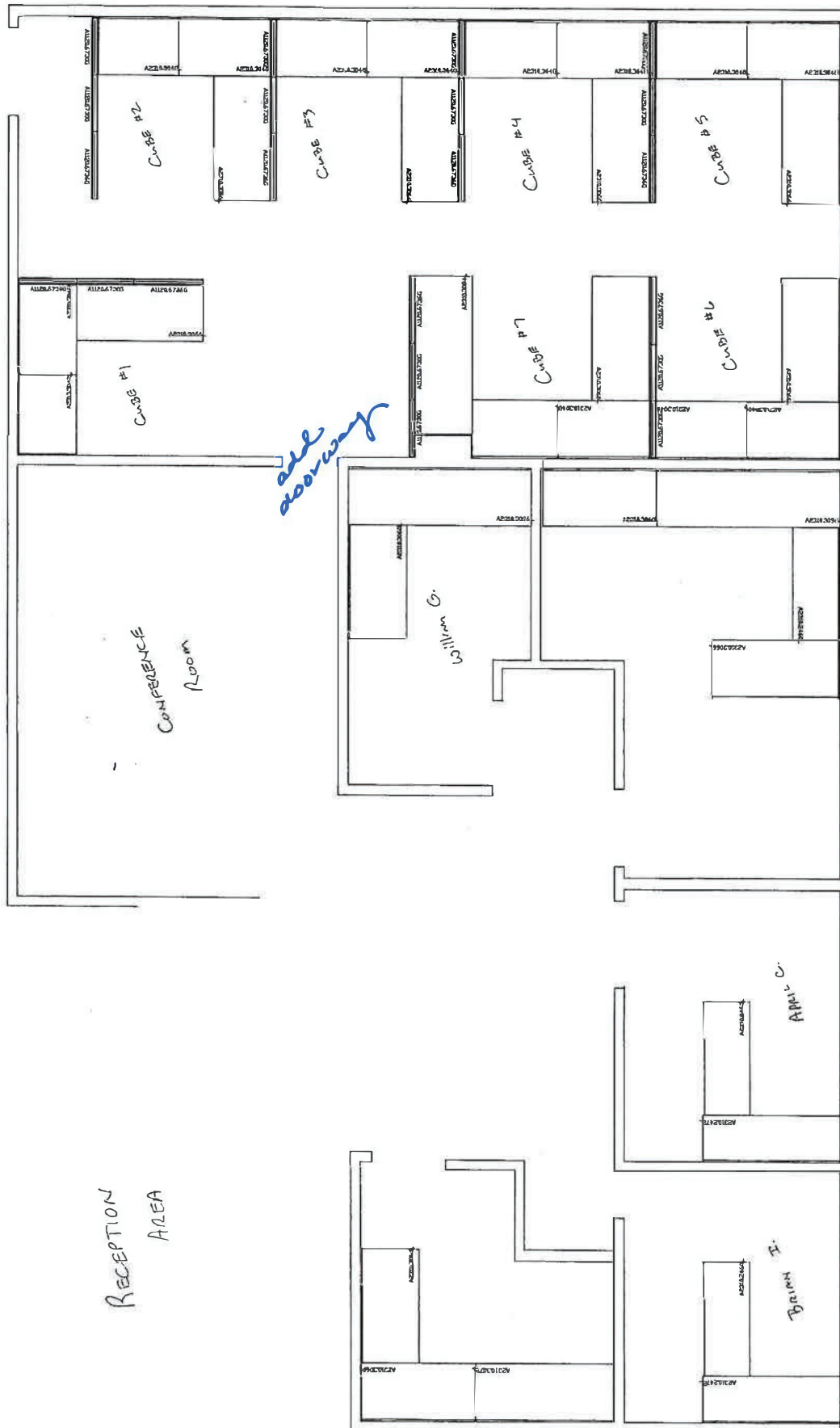
Contract No. *107891*

PO# *3000291639*



540 Fairview
St. Paul
Suite 301
2,264 usf
3.29.16

EXHIBIT A ("Master Lease")



540 FAIRVIEW
St. Paul

DOT
Layout

JANITORIAL SCHEDULE

1. DAILY

- a. Empty wastepaper baskets and recycling containers.
 - (i) Empty all ashtrays at exterior of building.
 - (ii) Provide new wastebasket liners as needed.
- b. If provided, empty all recycling collection containers on each floor and dispose of in the appropriate dumpsters. Clean and sanitize all recycling containers.
- c. Vacuum all carpeted office areas utilizing high efficiency, final filtration (HEPA) vacuums.
- d. Sweep and dry mop all composition flooring.
- e. Restock all towel and soap dispensers in all sink/break areas.
- f. Restrooms
 - (i) Wet mop and disinfect floors.
 - (ii) Wash and sterilize all washbowls, toilet seats, toilet bowls, urinals, including pipes and trim.
 - (iii) Spot clean partitions and tile.
 - (iv) Clean mirrors and sanitize all exposed dispensers and containers.
 - (v) Restock all towel, toilet tissue and soap dispensers.
- g. Clean and disinfect the drinking fountains.
- h. Sweep/dust and mop all stairways and stairwells.
- i. Wipe and sanitize all handrails.

2. WEEKLY SERVICE

- a. Vacuum along wall edges, corners, behind doors, and under desks and furniture.
- b. Dust all office furniture and dust all building ledges, moldings, and other exposed surfaces. It is not necessary for janitorial staff to move anything to accomplish dusting.

EXHIBIT B

Page 1 of 2

EXHIBIT A ("Master Lease")

3. MONTHLY

- a. Dust window blinds.
- b. High and low surface dust.
- c. Wet mop all composition floors.

4. SEMI-ANNUALLY

- a. Wash interior and exterior glass windows and sidelights.
- b. Wash interior and exterior office window sills/ledges.

5. ANNUALLY

- a. Clean carpet.
- b. Clean window coverings.
- c. Vacuum all upholstered furniture.
- d. Strip and reseal all composition floors.

6. AS NEEDED

- a. Spot clean carpeting.
- b. Spot clean walls.

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 1

Lease No. 12158
MnDOT Contract No. 1002941

THIS AMENDMENT No. 1 to Lease No. 12158 is made by and between Griggs-Midway Building Corp., hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Transportation.

WHEREAS, Landlord and Tenant entered into Lease No. 12158, dated April 13, 2016, as may subsequently be amended, involving the lease of approximately two thousand two hundred sixty four (2,264) usable square feet of office space in the building located at 540 Fairview Avenue North, St. Paul, Minnesota 55104;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 12158 effective as of the date set forth herein.

1. **RELOCATED LEASED PREMISES** Effective May 1, 2018, Landlord and Tenant hereby agree that Tenant shall relocate from Suite 301 to Suite N-181, consisting of approximately five thousand eight hundred ninety eight (5,898) usable square feet of space on the first floor, as shown on Exhibit C, attached hereto and incorporated herein, in the Building located at 1821 University Avenue in the City of St. Paul, County of Ramsey, Minnesota 55104.

2. **RENEWAL TERM AND TENANT'S WORK**

2.1 **Renewal Term and Tenant's Work**

- a. The term of this Renewal is three (3) years, commencing May 1, 2018 ("Commencement Date") and continuing through April 30, 2021 ("Renewal Term").
- b. At no additional cost, Tenant shall have access to the entire Leased Premises on and after April 16, 2018 ("Tenant's Work Commencement Date") for furniture installation, moving in of office equipment or other personal property and IT installation ("Tenant's Work").

- 2.2 Landlord Work Completion Landlord shall make every effort to provide substantial completion of Landlord's Work by the Tenant's Work Commencement Date so as to enable Tenant to complete Tenant's Work. Landlord shall notify Tenant of the substantial completion date of Landlord's Work and complete remodeling of the Leased Premises in its entirety by the Commencement Date.
- 2.3 Adjusted Commencement Date In the event Tenant cannot have access to the entire Leased Premises by the Tenant's Work Commencement Date and occupancy and possession of the entire Leased Premises by the Commencement Date due to Landlord's failure to complete Landlord's Work, the following shall apply.
- a. The Adjusted Commencement Date shall be the date which is sixteen (16) days subsequent to the date that Landlord's Work is substantially completed.
- b. Amendment & Prorated Rent
- (i) By amendment to be executed in the same manner as the execution of this Lease, Landlord and Tenant shall establish the Adjusted Commencement Date and corresponding rent payable.
- (ii) If the Commencement Date is other than the first day of the month, the rent payable in the first month of the Lease Term shall be prorated and shall be the product obtained by multiplying the full monthly rent payable by a fraction, the numerator of which is the number of leased days in the applicable calendar month and the denominator of which is equal to the total number of days in the applicable calendar month.

3. RENT

- 3.1 Rent Payment Tenant shall pay Landlord rent for the Renewal Term in the sum of three hundred forty thousand six hundred nine and 56/100 dollars (\$340,609.56) according to the following schedule:

LEASE PERIOD			SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
5/1/18	-	4/30/19	5,898	\$ 18.50	\$ 9,092.75	\$ 109,113.00
5/1/19	-	4/30/20	5,898	\$ 19.50	\$ 9,584.25	\$ 115,011.00
5/1/20	-	4/30/21	5,898	\$ 19.75	\$ 9,707.13	\$ 116,485.56
					TOTAL	\$ 340,609.56

EXHIBIT A ("Master Lease")

- 3.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Office of Financial Management, Payable
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899

- 3.3 Rent Payment Address Tenant shall mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

Griggs-Midway Building Corp
1821 University Ave
St Paul MN 55104

4. **PARKING** Landlord shall provide two (2) parking stalls in the underground garage at sixty five and no/dollars (\$65.00) per stall per month. Tenant shall pay Landlord the sum of one hundred thirty and no/dollars (\$130.00) per month for said parking stalls. This amount is in addition to the rent set forth in Section 3.1 of this Lease Amendment. The rate per stall set forth above includes sales tax.

5. **REMODELING**

- 5.1 Description Landlord shall, at its expense, provide labor and materials to remodel the Leased Premises as follows:

- a. Painting of all wall surfaces.
- b. Replace all carpet and carpet base.
- c. Breakroom:
 - (i) Remove a wall and one (1) door to create breakroom, as designated by Tenant.
 - (ii) Install a sink with upper and lower cabinets, as designated by Tenant.
- d. Clean throughout Leased Premises prior to commencement date.

- 5.2 Landlord agrees that the type and colors of wall and floor coverings shall be subject to approval by Tenant.

- 5.3 Date of Completion Landlord agrees to complete said remodeling as soon as practicable, but not later than April 30, 2018.

6. OPTION TO RENEW

- 6.1 Landlord grants and Tenant accepts the right to one (1) option to renew this Lease for a period of two (2) years, commencing May 1, 2021 and continuing through April 30, 2023 ("Option Period").
- 6.2 Tenant shall pay Landlord rent for the Option Period in the sum of two hundred fifty three thousand six hundred fourteen and no/100 dollars (\$253,614.00) payable in equal monthly payments of ten thousand five hundred sixty seven and 25/100 dollars (\$10,567.25), a gross annual rate of \$21.50 per usable square foot.
- 6.3 To exercise the above noted Option Period, Tenant must indicate in writing its intent to exercise said option no later than March 1, 2021.

7. UTILITIES

- 7.1 Deletion Section 14.2 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 7.2.
- 7.2 Replacement
- a. Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.
- b. Quarterly (Calendar Year) Reporting At the end of each quarter at Tenant's request, Landlord shall provide utility usage for any or all of the utilities, electricity, gas, sewer and water, during the timeframe and format as specified by Tenant.

8. HEATING AND COOLING

- 8.1 Deletion Section 14.4 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 8.2.
- 8.2 Replacement Landlord warrants that the Leased Premises are served by heating and cooling facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of all thermostats and other climate control devices, such as shutting off computers, opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature for office space are as follows:

- a. From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during non-working hours.
- b. From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature settings will be increased to 85°F during non-working hours.

9. **INSURANCE AND LIABILITY**

9.1 **Deletion** Sections 17.1 and 17.2 of the Lease are hereby deleted and of no further force or effect and is replaced with the following Section 9.2.

9.2 **Replacement**

a. **Property Damage**

- (i) It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, but subject to subsection b, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.
- (ii) Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, loss, damage and expense arising from water or water-related incidents affecting the Leased Premises, except for those arising from Tenant's negligent or intentional acts or omissions.

- b. **Liability** Subject to subsection 9.2 a. (ii) above, Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

10. **SUSTAINABILITY**

10.1 **Trash And Recycling Services**

- a. **Deletion** Section 14.11 of the Lease is hereby deleted and of no further force and effect and is replaced with the following Section 10.1 b.
- b. **Replacement**

- i. Trash Removal Landlord shall, at its expense, provide trash disposal services.
- ii. Recycling Services
 - a) Pursuant to Minn. Stat. §16B.24, subd. 6(d), Landlord shall provide space for recyclable materials.
 - b) Pursuant to Minn. Stat. §115A.151, subd. (a)(1), Landlord shall, at its expense, provide recycling services to collect at least three recyclable materials, such as, but not limited to, paper, glass, plastics and metal, including, but not limited to, the following:
 - (i) Provide all recycling containers, to include individual containers at each workstation/office and centralized containers throughout the Leased Premises; and
 - (ii) Empty the recycling containers at a centralized recycling station for pickup by the recycler and return the recycling containers to the Leased Premises.
 - c) Quarterly (Calendar Year) Reporting At the end of each quarter at Tenant's request, Landlord shall provide solid waste and recycling disposal amounts, during the timeframe and format as specified by Tenant.
- iii. Recycling of Non-Hazardous Construction and Demolition Waste Landlord hereby agrees to recycle at least 50% of the non-hazardous construction and demolition waste produced by the remodeling of the Leased Premises or demonstrate that the waste was delivered to a construction and demolition waste recycling facility that maintains a 50% annual recycling rate.

10.2 Conservation

- a. Deletion Section 14.24 of the Lease is hereby deleted and of no further force and effect and is replaced with the following Section 10.2 b.
- b. Replacement
 - i. Energy In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that Landlord shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of

EXHIBIT A ("Master Lease")

this article, include heat, cooling, electricity, water and all the sources of energy required to provide the service.

- ii. Water Landlord has installed some faucets that limit flow rates to 0.5 gallons per minute or .25 gallons per cycle if metered.
- iii. Urinal Water Flow Landlord shall use its best efforts to limit maximum flush volume to 0.5 gallons per flush in urinals. Landlord has installed new urinals or equipment necessary to limit the maximum flush volume.

10.3 Water Drinking Stations Landlord shall, at its expense, retrofit current drinking fountains with drinking fountains that also have a refillable bottle-filler. Landlord shall also be responsible for filter replacement and maintenance and repairs for the drinking stations.

10.4 Green Cleaning Landlord shall continue to provide a green cleaning program and shall use products, supplies and equipment that have 3rd party sustainability certification, if applicable, for each product.

10.5 LED Lighting As recessed and florescent lighting within the Leased Premises, the Building and parking lots needs replacement, Landlord shall upgrade to LED.

11. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

12. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

EXHIBITS:

Exhibit C Relocation Space – Suite N-181

12158 Amend 1
Page 8 of 8

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:

GRIGGS MIDWAY BUILDING CORP.

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By [Signature]
Title Manager

Date 4/12/18
Nellie McClung

By [Signature]
Title Property Manager

Date 4-28-18
Kelly Westengard

TENANT:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By [Signature]
Real Estate and Construction Services
Date 4/4/18

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

By [Signature]
Title Metro District Engineer
Date 3/30/18

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05

By [Signature]
Date 3/29/18

SWIFT P.O. 3000 365255 (F118)

Contract No. Swift Contract³¹ 107891

RECOMMENDED:

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

By [Signature]
Contract Management
Date See attached next page

12158 Amend 1
Page 8 of 8

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:

GRIGGS MIDWAY BUILDING CORP.

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By _____

Title _____

Date _____

By _____

Title _____

Date _____

TENANT:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

By Scott Z

Title Metro District Engineer

Date 3/30/18

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.08

By Michael J. Binn

Date 3/29/18

SWIFT P.O. 3000 365255 (F118)

Contract No. Swift Contract¹¹ 107891

RECOMMENDED:

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

By [Signature]

Contract Management

Date 4/2/18

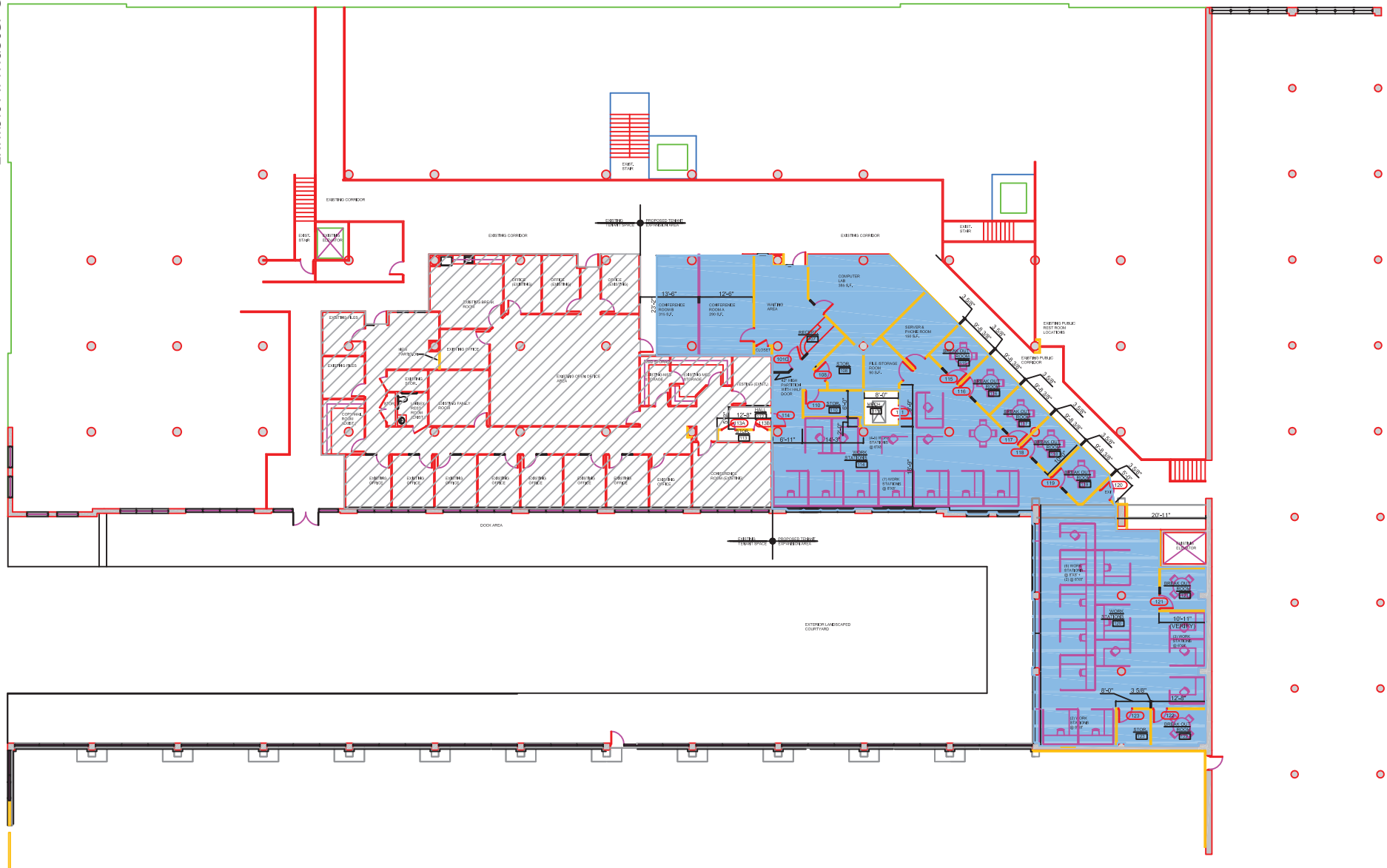


EXHIBIT C
EXHIBIT A ("Master Lease")

Concept Plan only
Not for Construction

MNDOT Lease #12158
Verified by RECS 02/20/2018
5,898 Sq.Ft.

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 2

Lease No. 12158
MnDOT Contract No. 1002941

THIS AMENDMENT No. 2 to Lease No. 12158 is made by and between Griggs-Midway Building Corp., hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Transportation.

WHEREAS, Landlord and Tenant entered into Lease No. 12158, dated April 13, 2016, as may subsequently be amended, involving the lease of approximately five thousand eight hundred ninety eight (5,898) usable square feet of office space in the building located at 1821 University Avenue, St. Paul, Minnesota 55104;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 12158 effective as of the date set forth herein.

1. **REMODELING**

- 1.1 Description Landlord shall provide labor and materials to remodel the Leased Premises according to the floor plans and specifications attached respectively hereto as Exhibit D and Exhibit E1-E2.
- 1.2 Date of Completion Due to other remodeling taking place within the Leased Premises, Landlord decided to construct the four (4) offices prior to the amendment being signed.
- 1.3 Payment Tenant shall pay Landlord a lump sum payment based on the actual costs of said work not to exceed sixteen thousand four hundred forty eight and no/100 dollars (\$16,448.00) upon satisfactory completion and within thirty (30) days following Tenant's receipt of a detailed invoice of such actual costs from Landlord and after Amendment 2 of the Lease is executed.

- 1.4 Billing Address Landlord shall mail or personally deliver the detailed invoice to Tenant at the following address:

Office of Financial Management, Payable
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899

- 1.5 Payment Address Tenant shall mail or deliver the payment set forth above to Landlord at the following address:

Griggs-Midway Building Corp
1821 University Ave
St Paul MN 55104

2. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

EXHIBITS:

Exhibit D Construction Floor Plan
Exhibit E1-E2 Construction Costs

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:**GRIGGS MIDWAY BUILDING CORP.**

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By [Signature]Title Shoping ManagerDate 5/10/18By [Signature]Title Shoping ManagerDate 5/10/18**TENANT:****STATE OF MINNESOTA****DEPARTMENT OF ADMINISTRATION
COMMISSIONER**By [Signature]
Real Estate and Construction ServicesDate 6/7/18**APPROVED:****STATE OF MINNESOTA****DEPARTMENT OF TRANSPORTATION**By [Signature]Title District EngineerDate 5/4/18**STATE ENCUMBRANCE VERIFICATION**

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By [Signature]Date 05/01/18SWIFT P.O. 3097365255SWIFT
Contract No. 107891**RECOMMENDED:****STATE OF MINNESOTA****DEPARTMENT OF TRANSPORTATION**By [Signature]

Contract Management

Date 6/6/19

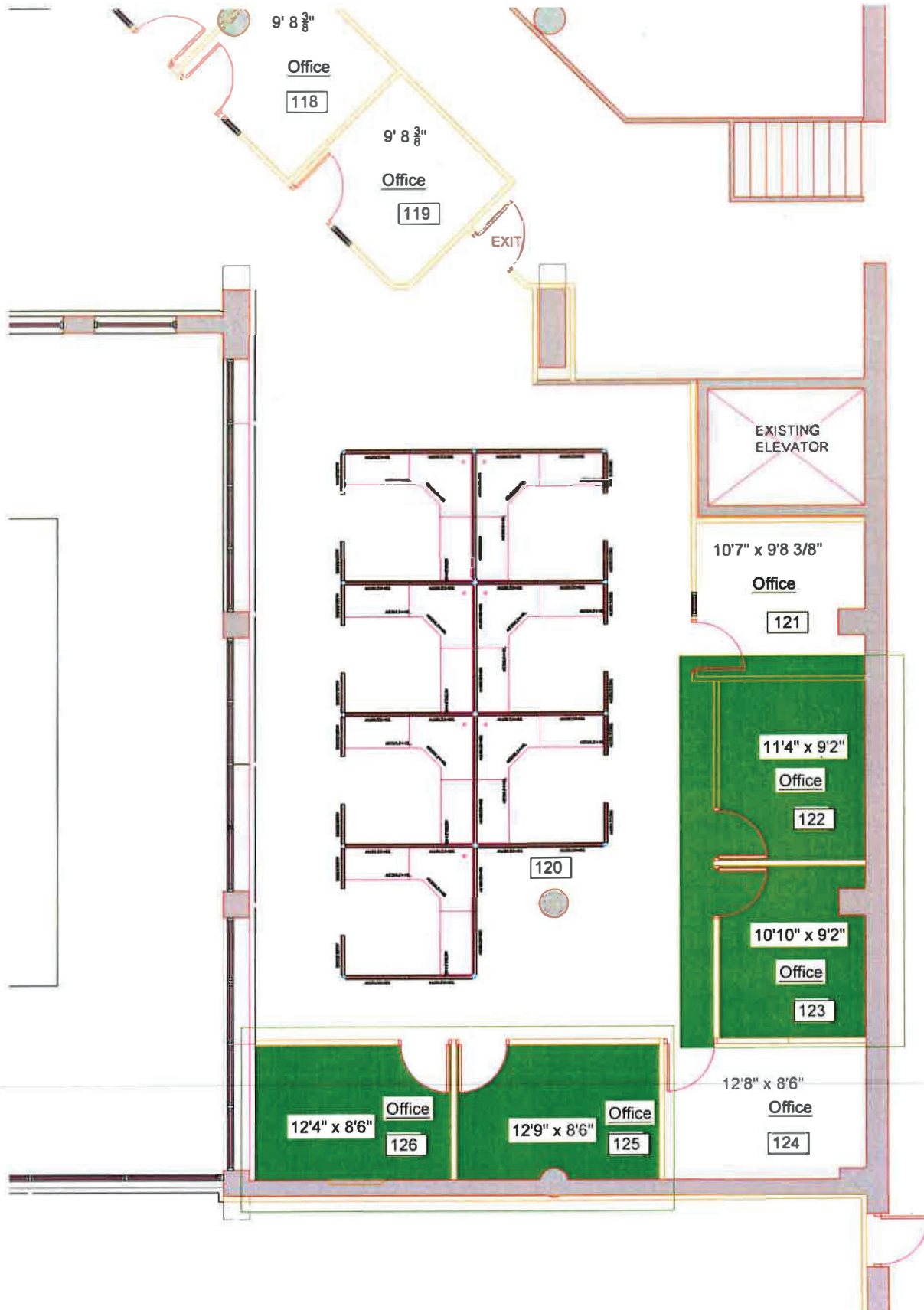


EXHIBIT D
EXHIBIT A ("Master Lease")

Nelson, Janis (ADM)

From: Nell McClung <nellmcclung@msn.com>
Sent: Tuesday, April 03, 2018 4:20 PM
To: Evavold, Michelle (DOT)
Cc: Jeff, Gloria (DOT); Goff, William (DOT); Knutson, Cyrus (DOT); Nelson, Janis (ADM)
Subject: Re: Price Quote needed
Attachments: Scan10001.PDF

Office Construction for 125 and 126

Including the following work:
Demolition of one wall 8'11"
Construction of 33'6" wall
One new door
Two sidelights
Two new outlets
Two new light fixtures
Two door knobs

Total \$7,598.00

Office Construction for 122 and 123

Including the following work
Construction of 34' of wall
Two new doors
Two sidelights
Three new outlets
Two new light fixtures
Two new door knobs

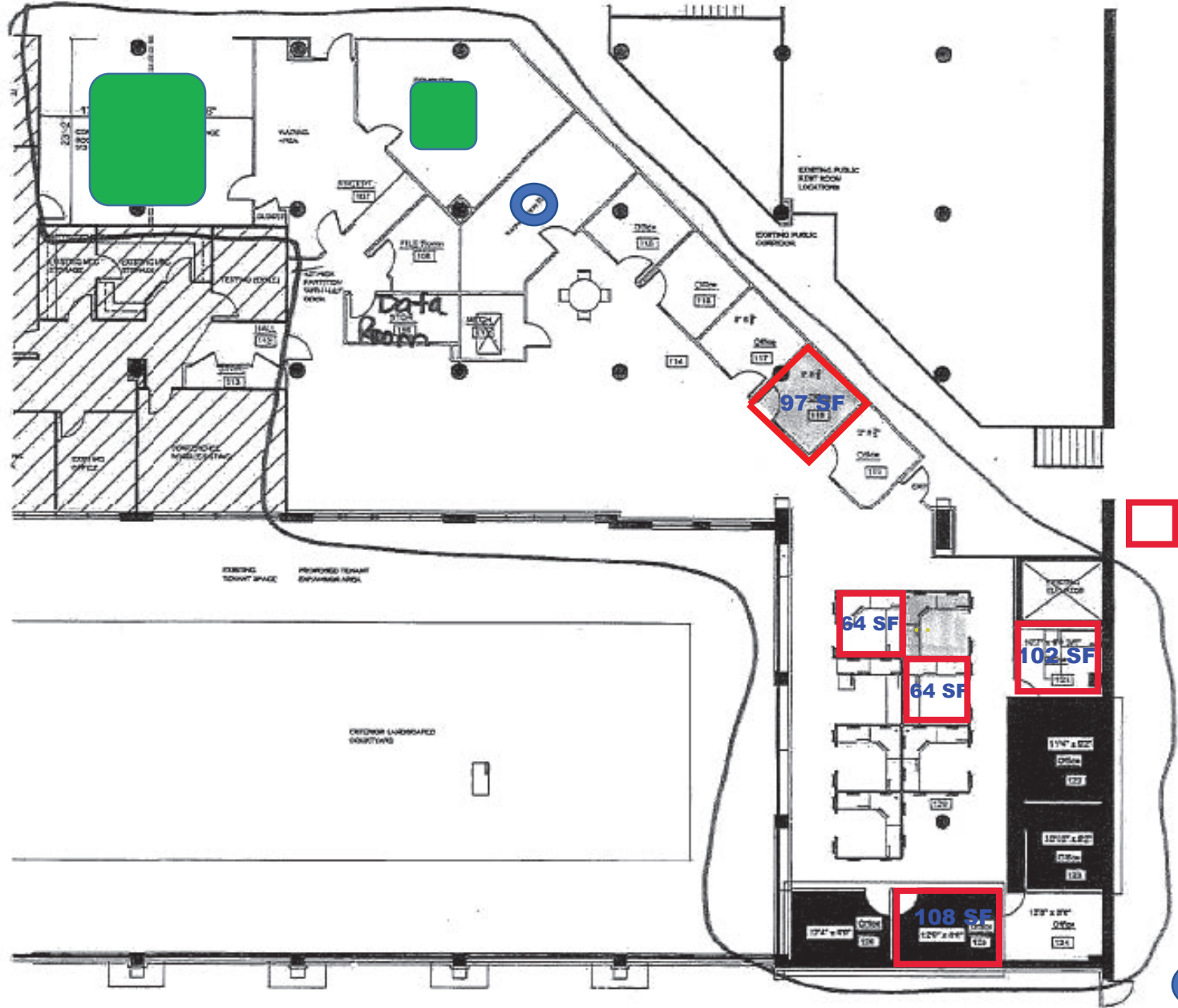
Total Costs \$8,590.00

We found that measurements were slightly different when we field measured the area. Please review the CAD drawing.

Let me know ASAP if we can get going right away we should be able to make the deadline.

Painting went well in the north end of the space today and just FYI carpet arrives on Thursday. All of my contractors are on site working on a large space in the 540 building so I can move them around to get this done.

Thank you



Subleased Premises
3 Office Spaces and
2 Workstations

- Conference Rooms
- Break Room



MnDOT Contract #: 1044359

STATE OF MINNESOTA
INTERAGENCY CONTRACT

Project Description: FIRST Netmotion VPN services using MN State Patrol Server

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Department of Public Safety/Minnesota State Patrol ("DPS/MSP").

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on 06/30/2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A is attached and incorporated into this Contract.

2. Scope of Work

- 2.1 This entire scope of work falls under Activity Code 1501.
- 2.2 This agreement will allow MnDOT access and use of the DPS State Patrol's NetMotion VPN (Virtual Private Network) services to access the Mobile for Public Safety (MPS) program. The service will be primarily used by MnDOT's First Response vehicles.

3. Consideration and Payment

- 3.1 MnDOT will pay DPS \$5,040.00 when invoiced annually on July 1 for five years.
- 3.2 DPS must submit invoices electronically for payment, using the format set forth in Exhibit A.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Contract will be \$25,200.00.

4. Conditions of Payment

- 4.1 All services provided by MSP under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 MSP will submit an invoice to MnDOT utilizing SWIFT and MnDOT will remit payment to MSP using SWIFT's bilateral netting process, such invoice to include all required supporting documentation. The invoice will not be considered "received" within the meaning of Minnesota Statutes § 16A.124 until the invoice and supporting documents are received by MnDOT's Metro District Accounts Payable office at MetroWEAccountsPayable.DOT@state.mn.us.

5. Contract Personnel**5.1 MnDOT's Authorized Representative will be:**

Name/Title: John McClellan, Project Manager or successor
MnDOT - Metro/RTMC
Street Address: 1500 West County Road B-2
City State Zip: Roseville, MN 55113
Telephone: (651) 234-7025
Email: John.McClellan@state.mn.us

5.2 DPS/MSP's Authorized Representative will be:

Name/Title: Dawn Quirk, Headquarters Supervisor, or successor
Name of Agency: Minnesota Department of Public Safety
Street Address: 445 Minnesota Street
City State Zip: St. Paul, MN 55101
Telephone: (651) 201-7107
Email: Dawn.Quirk@state.mn.us

6. Amendments

- 6.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

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MnDOT Contract #: 1044359

DPS

COMMISSIONER OF TRANSPORTATION

By: _____
Title: _____
Date: 6/29/2020

DocuSigned by:
Matthew Langer
8176F69DD4C24BD...

By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____
Date: _____

SWIFT Contract # 179155

SWIFT Purchase Order # 3000542473

MNDOT CONTRACT MANAGEMENT

By: _____
Date: _____

INVOICE NO. _____
 Estimated Completion: []%
 Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.
5. E-mail the invoice package, in .pdf, to MetroWEAccountsPayable.DOT@state.mn.us

MnDOT Contract Number: 1044359

Billing Period: From _____ to _____

Contract Expiration Date: June 30, 2025

Invoice Date: _____

SP Number: N/A

TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Fiscal Year 2021 Amount:	\$ 5,040.00			
2. Fiscal Year 2022 Amount:	\$ 5,040.00			
3. Fiscal Year 2023 Amount:	\$ 5,040.00			
4. Fiscal Year 2024 Amount:	\$ 5,040.00			
5. Fiscal Year 2025 Amount:	\$ 5,040.00			
Net Earning Totals:	\$25,200.00			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1501			
Total**			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: **Department of Public Safety/Minnesota State Patrol, (DPS/MSP)**

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Project Identification: State Bicycle Map Mobile Application

This contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Geospatial Information Office ("MnGeo").

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on December 31, 2020, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Type 6278.
- 2.2. MnGeo will perform the tasks and provide the deliverables described in Exhibit A.

3. Consideration and Payment

- 3.1. MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2. The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$18,183.00.

4. Conditions of Payment

- 4.1. All services provided by MnGeo under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo will follow Minnesota Information Technology (MNIT) practices of submitting monthly charges via MNIT computing services bill.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative will be:

Name/Title: Kelly Arneson
Address: 395 John Ireland Blvd.
Saint Paul, MN 55155
Telephone: 651-366-4774
E-Mail: Kelly.Arneson@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Michael Petesch
Address: 395 John Ireland Blvd.
Saint Paul, MN 55155
Telephone: 651-366-4197
E-Mail: Michael.Petesch@state.mn.us

5.3. MnGeo Authorized Representative will be:

Name/Title: Dan Ross
Address: 658 Cedar St.
Saint Paul, MN 55155
Telephone: 651-757-2550
E-Mail: dan.ross@state.mn.us

6. Amendments

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. Plain Language; Accessibility Standards

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MNGEO

Signed: Tracy Gerasch

Title: Procurement Director

Date: 7/1/2020

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

The purpose of this agreement is to perform discovery and scoping for a bikeway trails web mapping solution.

Task Descriptions

MnGeo will perform the following tasks:

1. Project Administration and Support

Within the constraints of this task's budget, and in consultation with MnDOT staff, MnGeo will provide the following services:

- 1.1 A scheduled, 1hr check-in every 2 weeks (that can be waived or supplemented by others if needed) with MnDOT Point of Contact (POC).
- 1.2 When necessary, meet with MnDOT staff to discuss issues that have arisen.
- 1.3 Provide general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 1.4 MnGeo will develop a schedule to share with MnDOT and show completion of all tasks by the expiration date.

2. Discovery with MnGeo and MnDOT Staff

- 2.2 Hold 2 discovery meetings at beginning of project with MnDOT staff, MnGeo Project Manager and Business Analyst. The goal of these meetings will be to understand and compile the needs of the MnDOT as it pertains to bike and pedestrian trail solution.
- 2.3 Review Department of Natural Resources (DNR) Great Outdoors and any other application MnGeo has worked on that might be a solution.

Deliverables:

- Knowledge transfer
- Discovery document which will be used to create the scope of work for solution

3. Review bike and pedestrian trail standards

- 3.1 Review the current bike and pedestrian trail standard to understand how it will be used.

Deliverables:

- Knowledge transfer

4. Scope of Work

- 4.1 Create a detailed scope of work and schedule for the development of the application and add an amendment for this work.

Deliverables

- Detailed Scope of Work for solution

MnDOT deliverables, duties and responsibilities: Under the terms of this contract, MnDOT will:

- Have the Bike and Pedestrian trails data standard through a public review process so it can be used for the mobile solution.

- Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT's Project Manager.
- Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.

The remainder of the page was intentionally left blank.

Task 1: MnGeo Project Administration and Support	Hours	Rate	Cost
GIS - Advanced - 8PSMG3	40	\$95.70	\$3,828.00
2. Discovery with MnGeo and DOT Staff			
GIS - Advanced - 8PSMG3	60	\$95.70	\$5,742.00
3. Review bike and ped trail standards			
GIS - Advanced - 8PSMG3	10	\$95.70	\$957.00
4. Scope of Work			
GIS - Advanced - 8PSMG3	80	\$95.70	\$7,656.00
Total	190	\$95.70	\$18,183.00



MnDOT Contract Number: 1044362

AMENDMENT NUMBER 01 TO MnDOT CONTRACT NUMBER:1044362

Contract Start Date: July 7, 2020	Original Contract Amount:	\$18,183.00
Original Contract Expiration Date: December 31, 2020	Previous Amendment(s) Total:	\$N/A
Current Contract Expiration Date: December 31, 2020	Current Amendment Amount:	\$32,615.70
New Contract Expiration Date: June 30, 2021	Total Amended Contract Amount:	\$50,798.70

Project Identification: State Bicycle Map Mobile Application

This amendment is by and between Minnesota Department of Transportation ("MnDOT") and Minnesota Geospatial Information Office ("MnGeo").

RECITALS

1. State has a contract with MnGeo identified as MnDOT Contract Number 1044362 ("Original Contract"). Contract is for MnGeo to perform discovery and scoping for a bikeway trails web mapping solution.
2. Amendment is to add tasks and deliverables for creating an interactive mapping application for bikeway and trails to this contract and the budget associated with the additional tasks.
3. State and Contractor are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

REVISION 1. Subarticles 1.2-1.3 are amended as follows:

- 1.2. **Expiration Date:** This contract will expire on ~~December 31, 2020~~ **June 30, 2021**, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits ~~A and B~~ **A1 and B1** are attached and incorporated into this contract.

REVISION 2. Subarticle 2.2 is amended as follows:

- 2.2 MnGeo will perform the tasks and provide the deliverables described in Exhibit A **A1**.

REVISION 3. Subarticles 3.1-3.2 are amended as follows:

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit ~~B~~ **B1**.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed ~~\$18,183.00~~ **\$50,798.70**.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

MnDOT Contract Number: 1044362

STATE ENCUMBRANCE VERIFICATION

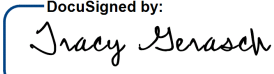
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

CONTRACTOR

Contractor certifies that the appropriate person(s) have executed the amendment on behalf of Contractor as required by applicable articles, bylaws or resolutions.

Signed:  _____
58BF08075AF0441...

Title: Procurement Director

Date: 1/25/2021

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

The purpose of this agreement is to perform discovery and scoping for a bikeway trails web mapping solution.

Task Descriptions

MnGeo will perform the following tasks:

1. Project Administration and Support

Within the constraints of this task's budget, and in consultation with MnDOT staff, MnGeo will provide the following services:

- 1.1 A scheduled, 1hr check-in every 2 weeks (that can be waived or supplemented by others if needed) with MnDOT Point of Contact (POC).
- 1.2 When necessary, meet with MnDOT staff to discuss issues that have arisen.
- 1.3 Provide general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 1.4 MnGeo will develop a schedule to share with MnDOT and show completion of all tasks by the expiration date.

2. Discovery with MnGeo and MnDOT Staff

- 2.1 Hold 2 discovery meetings at beginning of project with MnDOT staff, MnGeo Project Manager and Business Analyst. The goal of these meetings will be to understand and compile the needs of the MnDOT as it pertains to bike and pedestrian trail solution.
- 2.2 Review Department of Natural Resources (DNR) Great Outdoors and any other application MnGeo has worked on that might be a solution.

Deliverables:

- Knowledge transfer
- Discovery document which will be used to create the scope of work for solution

3. Review bike and pedestrian trail standards

- 3.1 Review the current bike and pedestrian trail standard to understand how it will be used.

Deliverables:

- Knowledge transfer

4. Scope of Work

- 4.1 Create a detailed scope of work and schedule for the development of the application and add an amendment for this work.

Deliverables

- Detailed Scope of Work for solution

MnDOT deliverables, duties and responsibilities: Under the terms of this contract, MnDOT will:

- Have the Bike and Pedestrian trails data standard through a public review process so it can be used for the mobile solution.

- Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT's Project Manager.
- Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.

Amendment 01

5. Development, Training, Project Administration/Management

To create an interactive mapping application for bikeways and trails which was scoped from the discover effort completed for the initial contract.

Tasks

Within the constraints of this task's budget, and in consultation with MnDOT staff, MnGeo will provide the following services;

5.1. Data Management

- 5.1.1 Extract, transform and load (ETL) data to MN Geospatial Advisory Council (GAC) Trails and Bikeways Data Standard File Geodatabase.
- 5.1.2 Create additional data fields where necessary to handle required data that may not be present in original dataset.
- 5.1.3 Publish data to ArcGIS online as a hosted feature layer, configure hosted feature layer and create metadata.
- 5.1.4 Plan development lifecycle processes and documentation for project team and,
- 5.1.5 Implement production and non-production environments.

Deliverables:

- 1. File Geodatabase.
- 2. Hosted feature layer on ArcGIS online.

5.2. Map and Application Setup and Configuration

- 5.2.1 Identify a suitable map and mobile friendly application template.
- 5.2.2 Develop web map and application on ArcGIS Online with required configurations agreed on during the scoping phase of the project.
- 5.2.3 Deploy map and application.
- 5.2.4 Perform testing.

Deliverables:

- 1. Functional web map and application.
- 2. Test document.
- 3. Option(s) to use maps offline (i.e. download as geolocated PDFs useable in Avenza, etc.)

5.3. Training

- 5.3.1 MnGeo will train DOT staff on how to perform tasks related to updating data hosted on ArcGIS online.

Deliverables:

- 1. Knowledge transfer.

5.4. Project Administration and Project Management

- 5.4.1 MnGeo will assign a project manager to oversee the day-to-day administration of the project. A business analyst will also be assigned to the project to ensure that requirements are being collected, documented and communicated to technical resources working on the project. The business analyst and project manager will also coordinate testing of the application.

Deliverables:

1. A standing meeting twice a month or every other week with MnDOT staff will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by MnDOT's primary contact. These meetings can be moved or canceled as needed.
 2. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 5.5. **MnDOT deliverables, duties and responsibilities: Under the terms of this agreement, MnDOT will:**
1. Deliver the Bike and Pedestrian trails data required for this project.
 2. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT's primary contact.
 3. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
 4. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

The remainder of the page was intentionally left blank.

MnDOT Contract No. 1044362

Exhibit B1

Budget Details

Task 1: MnGeo Project Administration and Support	Hours	Rate	Cost
GIS - Advanced - 8PSMG3	40	\$95.70	\$3,828.00
2. Discovery with MnGeo and DOT Staff			
GIS - Advanced - 8PSMG3	60	\$95.70	\$5,742.00
3. Review bike and ped trail standards			
GIS - Advanced - 8PSMG3	10	\$95.70	\$957.00
4. Scope of Work			
GIS - Advanced - 8PSMG3	80	\$95.70	\$7,656.00
5. Development, Training, Project Administration/Management			
GIS Intermediate 8PSMG2	204	\$80.60	\$16,442.40
GIS Advanced- 8PSMG3	169	\$95.70	\$16,173.30
Total	563		\$50,798.70

STATE OF MINNESOTA

LEASE

LEASE NO. **12326-A**
MNDOT Contract Number 1044373

THIS LEASE is made by and between the State of Minnesota, Department of Administration, acting for the benefit of the Department of Transportation, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease state owned property;

NOW THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described land and buildings located in the City of Plymouth, County of Hennepin, Minnesota 55447. A tract of land containing approximately 17.9 acres ("Land") and the buildings ("Buildings"), as described below and shown on the attached Exhibit A, with a street address of 2455 Fernbrook Lane; comprised of the following:

<u>Leased Premises</u>	<u>Square Footage</u>	<u>Exhibit</u>
Main Driver Vehicle Facility ("Facility")	6,130	B
Shed	179	C
Roads	232,681	D
Parking Lots	51,003	E

The Land and the Buildings collectively shall hereinafter be referred to as the Leased Premises ("Leased Premises").

2. **USE** Tenant shall use and occupy the Leased Premises only as a driver and vehicle examination station and related activities.
3. **TERM** The term of this Lease is five (5) years, commencing July 1, 2020 and continuing through June 30, 2025 ("Lease Term").

4. **RENT**

4.1 **Rent Payment** As rent for the Leased Premises and in consideration for all covenants, representations and conditions of the Lease, Tenant shall pay Landlord for the Lease Term the sum of fifty one thousand and no/100 dollars (\$51,000.00) payable in equal monthly payments of eight hundred fifty and no/100 dollars (\$850.00).

4.2 **Rent Adjustment Statement** Landlord and Tenant acknowledge they are parties to Lease 11800-A for the rental of the Leased Premises through June 30, 2020 ("Current Lease"). Pursuant to Section 4.3 of the Current Lease, Landlord is required to provide Tenant a Rent Adjustment Statement no later than September 1, 2020. Landlord agrees to provide a final Rent Adjustment Statement for the Current Lease no later than September 1, 2020 and Landlord and Tenant agree to comply with the terms and conditions of Paragraph 4.3 of the Current Lease as full and final settlement of the Current Lease

4.3 **Rent Billing Address** All original bills and statements from Landlord to Tenant shall be mailed or personally delivered to:

Accounts Payable
Department of Public Safety
445 Minnesota St #126
St Paul MN 55101-5126

4.4 **Rent Payment Address** Tenant agrees to pay Landlord the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899

4.5 Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

5. **TERMINATION**

5.1 **Funding** In the event that the Minnesota State Legislature does not appropriate to the Department of Public Safety funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days written notice.

5.2 Any Reason Notwithstanding Section 5.1 above, this Lease may be terminated by Tenant for any reason at any time upon giving number sixty (60) days prior written notice to Landlord.

6. **SURRENDER OF LEASED PREMISES** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

6.1 Personal Property Any equipment and furniture, including, but not limited to, moveable partitions, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant. Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted.

6.2 Alterations, Additions and Improvements

- a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.
- b. If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 6.1 a. above.

6.3 Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises unless Tenant, in its sole discretion, elects to remove said cabling.

7. **TENANT REQUESTED ALTERATIONS**

7.1 In the event Tenant desires to remodel, make alterations, additions, and/or changes and request design services (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, Tenant shall obtain Landlord's written approval for such Alterations and such Alterations shall be arranged through Landlord as follows:

- a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.

- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
 - (i) Alterations totaling \$2,500.00 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
 - (ii) Alterations totaling \$2,500.01 through \$8,000.00 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
 - (iii) Alterations of \$8,000.01 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

7.2 Upon completion of the Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

8. **DUTIES OF TENANT** Except as otherwise provided herein, Tenant, at its sole cost and expense, shall:

- 8.1 Maintain in working condition all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork at its cost and expense.
- 8.2 Make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, including any improvements to the Leased Premises.
- 8.3 Hire a property management company if desired.
- 8.4 Bear the cost of heat, electricity, air conditioning, gas, fiber, sewer and water.
- 8.5 Bear the cost of janitorial services, including window washing and related supplies.
- 8.6 Bear the cost of trash and recycling services.
- 8.7 Provide and maintain adequate exterior lighting in the parking lots, roads of the Leased Premises, and building entrance/exits. Replace ballasts, starters and bulbs.
- 8.8 Allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- 8.9 Observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service.

- 8.10 Promptly remove debris from grounds, walkways and parking lots.
- 8.11 Provide snow removal to the Leased Premises, including sidewalks and pedestrian routes.
- 8.12 Perform lawn mowing, proper disposal of grass clippings, leaves, litter, and irrigation.
- 8.13 Maintain and provide security services in accordance with a schedule established by Tenant;
- 8.14 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law. The laws of the State of Minnesota shall govern this Agreement.
- 8.15 Tenant shall not sublease, transfer, assign or allow any other person or entity operating rights to the Leased Premises other than other State of Minnesota entities under this Agreement without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.
9. Energy Conservation In the event any kind of energy conservation measures are enacted by State or Federal authority, it is hereby agreed that Tenant shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities within the meaning of this article include heat, cooling, electricity, water and all the sources of energy required to provide said service.
10. Disability Access Guidelines Tenant agrees to provide and maintain the Leased Premises and the Buildings of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements, including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
11. **INSURANCE**
- 11.1 Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.
- 11.2 Tenant agrees that Landlord assumes by this Lease no liability for loss of Tenant's personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to Landlord's negligence, acts or omissions as determined by a court of law.
12. **DESTRUCTION** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable, or Tenant is unable to conduct its business, the rent shall be abated from the

time of such damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord such amount of time as Tenant deems reasonable to restore the damaged Leased Premises to a tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days written Notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.

13. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Lease.
14. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Buildings of the Leased Premises. In addition, Landlord and Tenant shall not permit e-cigarettes, vaping, or chewing tobacco in the Buildings of the Leased Premises.
15. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**
 - 15.1 Landlord must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to Landlord and Tenant.
 - 15.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If Landlord receives a request to release the data referred to in this Clause, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely and, if Landlord denies access to the data, that Landlord's response references the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.
16. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

17. **AUTHORIZED REPRESENTATIVES**

Tenant's Authorized Representatives are as follows:

Deb Carlson	Andrea Fasbender
DPS	DPS
445 Minnesota St #183	445 Minnesota St #183
St Paul MN 55101	St Paul MN 55101
Ph. #: 651-201-7624	Ph. #: 651-201-7666
debra.carlson@state.mn.us	andrea.fasbender@state.mn.us

Landlord's Authorized Representative is as follows:

Mark Pavelich
MnDOT
1500 West Co Rd B2
Roseville MN 55113
Ph. #: 651.234.7731
mark.pavelich@state.mn.us

18. **NOTICES**

18.1 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address provided below.

- a. when personally delivered to the addressee, or
- b. when delivered by email to the following: mark.pavelich@state.mn.us, or
- c. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
- d. one (1) business day after deposited with an overnight courier service.

18.2 Mailing Addresses:

Landlord:
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899
mark.pavelich@state.mn.us

Tenant:
Department of Administration
Real Estate and Construction Services
50 Sherburne Ave, Room 309
St Paul MN 55155

EXHIBITS:

Exhibit A	Leased Premises
Exhibit B	Main Driver Vehicle Facility
Exhibit C	Shed
Exhibit D	Roads
Exhibit E	Parking Lots

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the Department of
Transportation

By *Tracy Waldrop, Lease Supervisor*
Real Estate and Construction Services

Date 06-30-2020

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the Department of
Public Safety

By *Tracy Waldrop, Lease Supervisor*
Real Estate and Construction Services

Date 06-30-2020
("Execution Date")

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Michael Digitally signed by Michael
Barnes Barnes
Date: 2020.06.30 14:11:29
Title -05'00'

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By *Larry Fernald*
Title CFO

Date 6/26/2020

MnDOT CONTRACT MANAGEMENT

By Ryan Digitally signed
Title Gaulke by Ryan Gaulke
Date 2020.06.30
14:21:35 -05'00'

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds are encumbered as required by
Minn. Stat. §16A.15 and §16C.05.

By *Ash Sch*
Date 26 June, 2020

SWIFT P.O. FY21

Contract No. 179235

LEASED PREMISES



MAIN DRIVER VEHICLE FACILITY

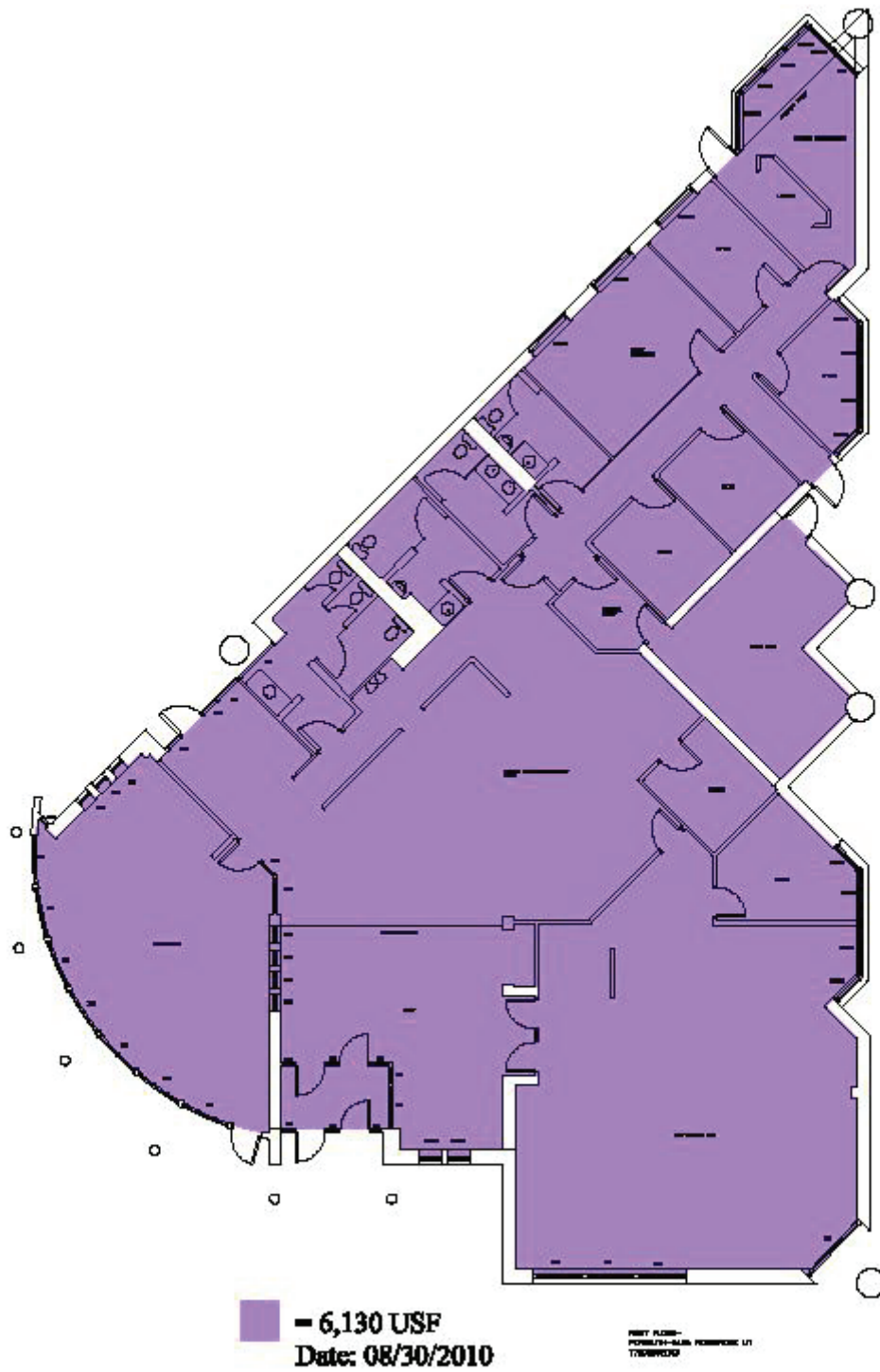
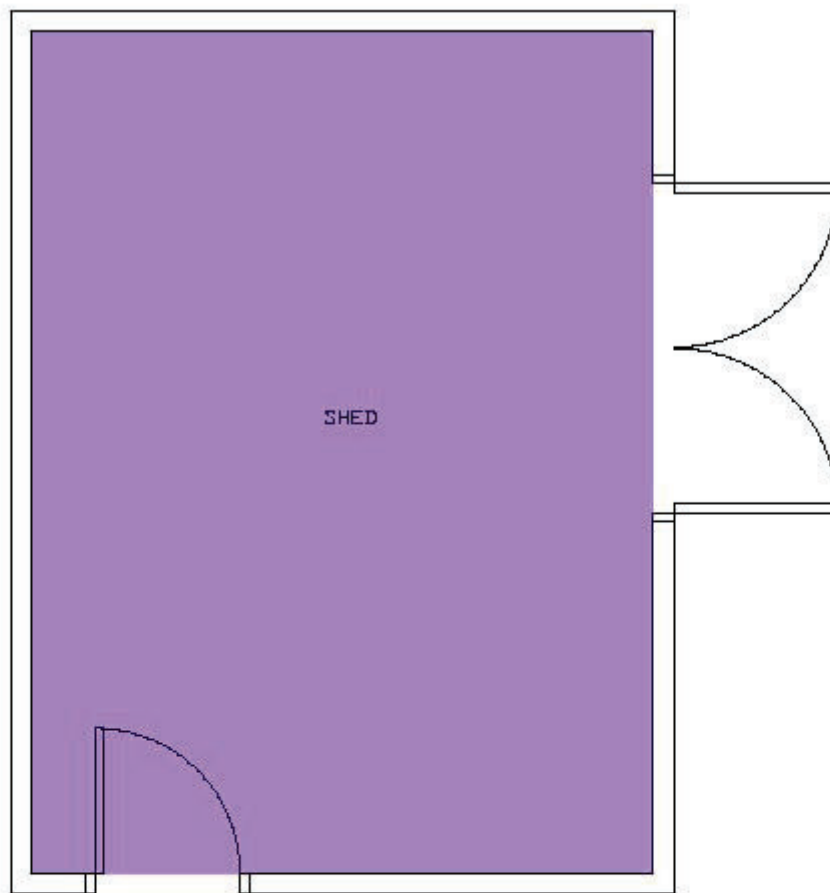


EXHIBIT B

SHED



= 179 USF

Date: 08/30/2010

FIRST FLOOR—
PLYMOUTH—2455 FERNBROOK LN
T7900092047

EXHIBIT C

ROADS

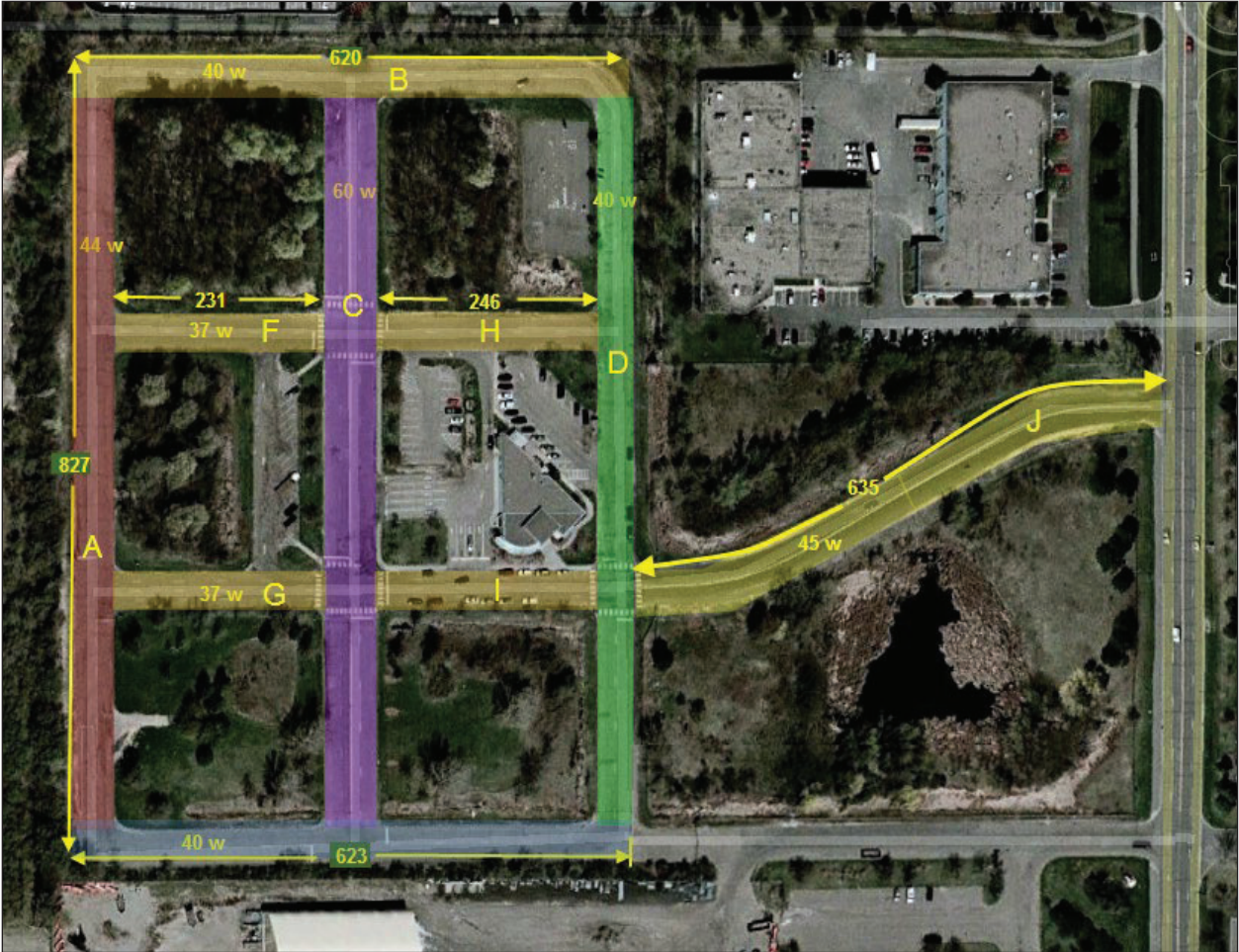


EXHIBIT D

PARKING LOTS



**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Project Identification: Chemical Analysis of MnDOT Environmental Samples Collected

This contract is between the Minnesota Department of Transportation ("MnDOT") and **Minnesota Department of Health ("MDH")**.

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on **June 30, 2021**, or the date that all obligations have been fulfilled and all deliverables have been approved by State, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

2. Scope of Work

This scope of work falls under Source Types 1071 and 2195.

2.1 Duties of MDH

- 2.1.1 MDH will provide analytical services testing water and other environmental samples that will be collected and submitted to MDH by MnDOT for the constituents listed under the heading "Analysis Name" in the Minnesota Department of Health Public Health Laboratory Division FY 2021 Price List, which is attached to and incorporated into this contract as Exhibit A.
- 2.1.2 MDH will handle, store, and analyze the submitted environmental samples according to the applicable standards promulgated by the United States Environmental Protection Agency (EPA).
- 2.1.3 MDH will provide MnDOT with the completed analysis for all submitted environmental samples within 21 business days after receipt.
- 2.1.4 If an analysis is specified on the Chain of Custody form as being a priority analysis, MDH will provide MnDOT with the completed analysis for the priority submitted environmental sample within 10 business days after receipt.
- 2.1.5 With written consent from both parties, the methods MDH analysts use to test samples may be altered from those listed in Exhibit A, as long as the change is compliant with federal regulations and the change does not affect the overall budget.
- 2.1.6 MDH will perform environmental sample analysis pursuant to the contract using methods approved by the applicable regulations or required by the applicable permits.
- 2.1.7 MDH will provide MnDOT with the following materials and equipment:
 - 2.1.7.1 Bottles, bottle labels, chemical preservatives, and all other materials and supplies necessary for MnDOT to properly collect samples for analysis.
 - 2.1.7.2 When replacement sample collection materials are needed, MnDOT will notify MDH one week in advance with the amount and type of materials required.

- 2.1.7.3 MDH will update and keep current the published guidelines concerning the number and type of bottles needed for each type of test and other information needed to prepare samples prior to submittal available at: Environmental Laboratory Sampling and Analysis Guide.
 - 2.1.8 MDH will maintain a quality control program consistent with EPA guidelines, and its Public Health Laboratory will maintain its current EPA Certification for drinking water analysis.
 - 2.1.9 MDH will grant the MnDOT Authorized Representative access to MDH's Premium Element ClientConnect system, which enables MnDOT to access MnDOT's data from reviewed to completion.
 - 2.1.10 MDH will, in consultation with MnDOT, develop a method by which environmental sampling results data may be electronically transferred from MDH's computerized data repositories directly to MnDOT's chemical and environmental computer data storage system. No additional compensation is contemplated for this project pursuant to this contract.
 - 2.1.11 MDH will retain all raw and supporting data generated pursuant to this contract, consistent with all applicable retention schedules, or five years, whichever is longer.
 - 2.1.12 MDH will destroy all samples received from MnDOT pursuant to this contract consistent with current MDH disposal policies.
 - 2.1.13 MDH, if it fails to analyze any sample pursuant to Sections 2.1.2 or 2.1.3 above, will notify the MnDOT Authorized Representative by e-mail as soon as possible, but not later than 4:00 pm of the next business day. MDH will complete the analysis with regards to any such sample, if possible, unless MnDOT advises otherwise. MnDOT will retain the right to accept the results and pay the regular fee, or reject the results and not pay any fee for any such sample.
 - 2.1.14 MDH will maintain laboratory analysis reports pertaining to the samples analyzed pursuant to this contract in a way which will identify, deliver, and report separately the results of analyses conducted on the samples collected from MnDOT's Office of Environmental Services (OES) Projects (Activity Code 1071) and MnDOT's Metro Projects (Activity Code 2195).
 - 2.1.15 MDH will permit MnDOT to inspect any laboratory data logs at MnDOT's request.
- 2.2 **Duties of MnDOT**
- 2.2.1 MnDOT will collect samples and deliver the samples via in-person drop-off or the use of any courier service specified by MnDOT to MDH's Environmental Laboratory for analysis.
 - 2.2.2 MnDOT is responsible for all sample shipping and delivery costs and expenses.
 - 2.2.3 Every sample delivered by MnDOT will be accompanied by a Chain of Custody form that meets all requirements of the current MDH Sample Acceptance Policy.
 - 2.2.4 All information on the Chain of Custody form will be recorded in indelible ink with any changes lined through such that the original entry is visible and include the data and initials of the person making the change.
 - 2.2.5 When multiple analytical methods are available, MnDOT will identify on the Chain of Custody form which method MDH should use for sample analysis. If none is specified, MDH will contact MnDOT for method clarification prior to sample processing.

3 Consideration and Payment

- 3.1 MDH will be paid as follows:
 - 3.1.1 The cost of work performed by MDH on water samples will be based on summation of the fixed price for each chemical analysis as listed in Exhibit A.
 - 3.1.2 MDH will submit to MnDOT a monthly invoice containing a tabulation that separately lists the number of analyses completed for each constituent.
 - 3.1.3 MDH will not exceed the costs listed below:
 - 3.1.3.1 MnDOT's OES Project (DD): \$20,000.00

- 3.1.3.2 MnDOT's Metro Tunnel Project (DR): \$2,743.00
- 3.1.4 The table of fixed costs for individual chemical analyses listed in Exhibit A will remain in effect during the effective period of this contract.
- 3.1.5 The cost of analysis performed by MDH for parameters not listed in Exhibit A, for underwater bottom samples and for monitoring, evaluating and advice as to the adequacy of the test sample analysis quality control programs of MnDOT and/or private laboratory retained by MnDOT, will be added to the monthly costs tabulation and is listed in Exhibit A under Administrative consult.
- 3.1.6 Charges for priority work as noted in Section 2.1.4 of this contract will be based on the standard charge listed in Exhibit A for the analysis plus an additional 50 percent surcharge.
- 3.1.7 MDH will invoice to MnDOT, and MnDOT will pay to MDH, such direct expenses incurred by MDH for:
 - 3.1.7.1 The purchases of containers, materials and supplies as may be required by MnDOT to facilitate the collection of samples for submission to MDH, but not analyzed by MDH.
 - 3.1.7.2 Any other services from MDH to MnDOT pursuant to this contract, as mutually agreeable between MDH and MnDOT, provided the budget for this contract is not exceeded.
- 3.1.8 MnDOT will not pay for any sample analyzed in the event that sample is not analyzed pursuant to the terms and conditions of this contract.
- 3.1.9 Lab processing fee, equipment fee and agency indirect is included in the analysis cost listed in Exhibit A.
- 3.2 MDH must submit invoices electronically for payment, using the format set forth in Exhibit B. Invoices for payment will be submitted by the 15th of every month.
- 3.3 Payment will be based on the deliverables provided and made upon receipt of invoices from MDH.
- 3.4 An invoice summary will be provided from MDH to MnDOT for review prior to a final invoice being generated. MnDOT will have 5 business days to review this summary, and must notify MDH of any discrepancies during this time period.
- 3.5 The total obligation of MnDOT for all compensation and reimbursements to Other Agency under this contract will not exceed **\$22,743.00**.

4 Conditions of Payment

- 4.1 All services provided by MDH under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MDH invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MDH within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MDH within 30 days of receipt of such invoice.
- 4.3 MDH must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

5 Authorized Representatives

- 5.1 MnDOT's Authorized Representative will be:

Name: Debbie Anderson
Address: Minnesota Department of Transportation
395 John Ireland Boulevard, Mail Stop 680
St. Paul, MN 55155
Telephone: 651-366-4625
E-Mail: debbie.k.anderson@state.mn.us

5.2 MnDOT's Project Manager will be:

Name: Harold Bottolfson
Address: Minnesota Department of Transportation
Fort Snelling, Mail Stop 660
6000 Minnehaha Avenue
St. Paul, MN 55111-4079
Telephone: 651-366-5812
E-Mail: harold.bottolfson@state.mn.us

5.3 MDH's Authorized Representative will be:

Name: Paul Moyer
Address: MDH
601 Robert Street North
P.O. Box 64975
St. Paul, MN 55164-0899
Telephone: 651-201-5669
E-Mail: paul.moyer@state.mn.us

6 Amendments

- 6.1 Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7 Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

- 8.1 Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

- 9.1 Plain Language. Except for designs, plans, layouts, maps and similar documents, Other Agency must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Other Agency will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 9.2 Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, Other Agency agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Other Agency's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;

- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Other Agency will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

MDH

Signed:  Todd Goetze

Title: Accounting Director

Date: 8/3/2020

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:



Minnesota Department of Health

Public Health Laboratory Division

FY 2021 Price List

General Chemistry

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Alkalinity, Bicarbonate as CaCO_3 ¹	SM 2320 B 22 nd ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity, Carbonate as CaCO_3 ¹	SM 2320 B 22 nd ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity as CaCO_3	SM 2320 B 22 nd ED SM 2320 B-2011	Drinking Water Non-potable Water	18
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	18
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	18
Bromide	EPA 300.1	Drinking Water Non-potable Water	18
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	18
Chlorophyll <i>a</i>	SM 10200 H-2011	Non-potable Water	44
Chlorophyll <i>a</i> Lab Filter	SM 10200 H-2011	Non-potable Water	71
Conductivity	SM 2510 B 22 nd ED SM 2510 B-2011	Drinking Water Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water Non-potable Water	98
Cyanide, Free	SM 4500-CN ⁻ F 22 nd ED	Drinking Water	35
Dissolved Organic Carbon (DOC)	SM 5310 C 22 nd ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Fluoride	SM 4500-F ⁻ C 22 nd ED SM 4500-F ⁻ C-2011	Drinking Water Non-potable Water	20
Fluoride, Dissolved	SM 4500-F ⁻ C 22 nd ED SM 4500-F ⁻ C-2011	Drinking Water Non-potable Water	20

¹ Calculation. Requires Total Alkalinity & pH for analysis.

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	Drinking Water Non-potable Water	37
Total Kjeldahl Nitrogen, Dissolved (TKN)	EPA 351.2	Drinking Water Non-potable Water	37
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Nitrate + Nitrite	EPA 353.2	Drinking Water Non-potable Water	18
Nitrate + Nitrite, Dissolved	EPA 353.2	Drinking Water Non-potable Water	18
Nitrite	SM 4500-NO ₂ ⁻ B 22 nd ED SM 4500-NO ₂ ⁻ B-2011	Drinking Water Non-potable Water	28
Nitrite, Dissolved	SM 4500-NO ₂ ⁻ B 22 nd ED SM 4500-NO ₂ ⁻ B-2011	Drinking Water Non-potable Water	28
Orthophosphate	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	22
Orthophosphate, Dissolved	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	22
Pheophytin <i>a</i>	SM 10200 H-2011	Non-potable Water	15
Phosphorus, Total	EPA 365.1	Drinking Water Non-potable Water	20
Phosphorus, Dissolved	EPA 365.1	Drinking Water Non-potable Water	20
Silica	SM 4500-SiO ₂ C 22 nd ED SM 4500-SiO ₂ C-2011	Drinking Water Non-potable Water	41
Silica, Dissolved	SM 4500-SiO ₂ C 22 nd ED SM 4500-SiO ₂ C-2011	Drinking Water Non-potable Water	41
Solids, Suspended (TSS)	SM 2540 D 22 nd ED SM 2540 D-2011	Drinking Water Non-potable Water	25
Solids, Suspended Volatile (TSVS) ²	SM 2540 E 22 nd ED SM 2540 E-2011	Drinking Water Non-potable Water	40
Solids, Total Dissolved (TDS)	SM 2540 C 22 nd ED SM 2540 C-2011	Drinking Water Non-potable Water	38
Solids, Total (TS)	SM 2540 B 22 nd ED SM 2540 B-2011	Drinking Water Non-potable Water	31
Solids, Total Volatile (TVS) ²	SM 2540 E 22 nd ED SM 2540 E-2011	Drinking Water Non-potable Water	48
Sulfate	EPA 300.1	Drinking Water Non-potable Water	18
Total Organic Carbon (TOC)	SM 5310 C 22 nd ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Turbidity	SM 2130 B 22 nd ED	Drinking Water	20

² Includes price of Total Suspended Solids or Total Solids analysis.

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
	SM 2130 B-2011	Non-potable Water	
UV Absorbance @ 254 nm	SM 5910 B 22 nd ED SM 5910 B-2013	Drinking Water Non-potable Water	35
UV Absorbance @ 440 nm	MDH	Drinking Water Non-potable Water	35
UV Absorption, specific ³	Calculation	Drinking Water Non-potable Water	0

Microbiology

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Coliform – MPN – QT	SM 9223 B 22 nd ED	Drinking Water	26
Coliform – PA	SM 9223 B 22 nd ED	Drinking Water	17
Coliform – PA (Surface Source Waters)	SM 9223 B 22 nd ED	Drinking Water	17
E. coli – MPN – QT	SM 9223 B-2004	Non-potable Water	26

³ Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

Metals

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Aluminum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cadmium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Calcium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt, Dissolved	EPA 200.8	Drinking Water	16

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
	EPA 200.8, EPA 6020	Non-potable Water	
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Hardness	SM 2340 B 22 nd ED SM 2340 B-2011	Drinking Water Non-potable Water	16
Hardness, Dissolved (6010B)	SM 2340B-2011	Non-potable Water	16
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	16
Iron, Low Level Dissolved	EPA 200.7	Drinking Water Non-potable Water	16
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Mercury	EPA 245.1	Drinking Water Non-potable Water	67

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Mercury, Dissolved	EPA 245.1	Drinking Water Non-potable Water	67
Mercury, Methyl	EPA 1630	Non-potable Water	150
Mercury, Methyl Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Dissolved Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	7
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Tin	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Tin, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Vanadium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

Radiochemistry

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Alpha and Beta, gross	MDH	Air Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	80
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	75
Gamma	SM 7120 B 22 nd ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	127
Gamma	SM 7120 B-2011	Non-potable Water	127
Ni-63 Wipes	MDH	Wipe	46
Radium 226/228	EPA 903.0/904.0	Drinking Water	220
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85

Organic Chemistry

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
1,4-Dioxane	MDH	Drinking Water Non-potable Water	125
Carbamates in Water	EPA 531.1	Drinking Water	145
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	145
Glyphosate in Water	EPA 547	Drinking Water	125
HAA in Water	EPA 552.3	Drinking Water	230
Herbicides in Water	EPA 515.4	Drinking Water	240
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	319
THMs in Water	EPA 524.3	Drinking Water	85
VOCs in Water 524, Low Level	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260D	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260D	Drinking Water Non-potable Water	95

Biomonitoring and Emerging Contaminants

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Blood Metals	MDH	Biological Materials	TBD ⁴
BTZs and BTHs in Water	MDH	Non-potable Water	TBD ⁴
BPA and BPS in Solids	MDH	Solid and Chem. Mat.	TBD ⁴
Creatinine in Urine	MDH	Biological Materials	TBD ⁴
Cyanide in Whole Blood	MDH	Biological Materials	TBD ⁴
Designer Drug Panel	MDH	Biological Materials	TBD ⁴
Drugs in Water	MDH	Non-potable Water	TBD ⁴
Environmental Phenols in Urine	MDH	Biological Materials	TBD ⁴
Fatty Acids in Plasma	MDH	Biological Materials	TBD ⁴
Formaldehyde	MDH	Non-potable Water Solid and Chem. Mat.	TBD ⁴
HBCD	MDH	Solid and Chem. Mat.	TBD ⁴
Hydroxy PAHs in Urine	MDH	Biological Materials	TBD ⁴
Mercury in Bloodspots	MDH	Biological Materials	TBD ⁴
Mercury in Urine	MDH	Biological Materials	TBD ⁴
Metals in Urine	MDH	Biological Materials	TBD ⁴
Multi Drug Panel	MDH	Biological Materials	TBD ⁴
Non-Targeted Analysis	MDH	Non-potable Water	TBD ⁴
Opioid Panel	MDH	Biological Materials	TBD ⁴
Pesticides in Urine	MDH	Biological Materials	TBD ⁴
PFAS in Plasma	MDH	Biological Materials	TBD ⁴
PFAS in Serum	MDH	Biological Materials	TBD ⁴
VOCs in Blood/Serum	MDH	Biological Materials	TBD ⁴

Additional Analyses for Prior Approval

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Acrylamide in Water	MDH	Drinking Water Non-potable Water	TBD ⁴
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Arsenic Speciation	MDH	Drinking Water	90
Arsenic Speciation, Dissolved	MDH	Drinking Water	90
Extractable Iron in Sediment	MDH	Solid and Chem. Mat.	45
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD ⁴
Microcystin	Abraxis Method 520011	Non-potable Water	60
Microcystin Potable	EPA 546	Drinking Water	55
Sand	Petrology of Sedimentary Rocks, 2 nd ED	Drinking Water Non-potable Water	50
Sulfide	SM 4500-S ²⁻ E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S ²⁻ J-2000	Solid and Chem. Mat.	65
Total Organic Carbon (TOC)	MDH	Solid and Chem. Mat.	22
VOCs	EPA 8260D	Solid and Chem. Mat.	TBD ⁴

⁴ Contact lab for current price.

Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY 21 Price (\$)
Administrative Consult ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Administrative Fee ⁶	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies ⁶
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Sample Containers ⁷	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 ⁷
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract ⁸	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies ⁸

⁵ This analysis is billed on a per hour basis.

⁶ This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

⁷ Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

⁸ This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.

INVOICE NO. _____
 Estimated Completion: __%
 Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.
5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1044408
 Contract Expiration Date: June 30, 2021

Billing Period: From _____ to _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. OES Project Costs	\$20,000.00			
2. Metro Tunnel Project Costs	\$2,743.00			
Net Earning Totals:	\$22,743.00			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
2195			
Total**			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: **Minnesota Department of Health**

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



MnDOT Contract Number: 1044437

**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Project Identification: Shared Centerlines

This contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Geospatial Information Office ("MnGeo").

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on September 30, 2020, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibit A is attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Type 0181.
- 2.2. MnGeo will perform the tasks and provide the deliverables described in Exhibit A.

3. Consideration and Payment

- 3.1. MnGeo will be paid on a Unit Rate basis as follows:
 - Staffing Costs*: \$32,937.30
 - Non-Staffing Costs (not to exceed): \$17,000.00
 - *Classifications/Hourly Rates: 8PSMG1 \$62.60 | 8PSMG2 \$80.60 | 8PSMG3 \$95.70*
- 3.2. The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$49,937.30.

4. Conditions of Payment

- 4.1. All services provided by MnGeo under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo will follow Minnesota Information Technology (MNIT) practices of submitting monthly charges via MNIT computing services bill.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative will be:

Name/Title: Melissa Brand
 Address: Minnesota Department of Transportation
 395 John Ireland Boulevard, Consultant Services, St. Paul, MN 55155
 Telephone: 651-366-4644

E-Mail: melissa.brand@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Jesse Pearson
Address: Minnesota Department of Transportation
395 John Ireland Boulevard, Transportation System Management, St. Paul, MN 55155
Telephone: 651-366-3881
E-Mail: jesse.pearson@state.mn.us

5.3. MnGeo Authorized Representative will be:

Name/Title: Dan Ross
Address: 658 Cedar St.
Saint Paul, MN 55155
Telephone: 651-757-2550
E-Mail: dan.ross@state.mn.us

6. Amendments

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. Plain Language; Accessibility Standards

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and

MnDOT Contract Number: 1044437

- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

MNGEO

DocuSigned by:

Tracy Gerasch

Signed: _____

58BE08075AF6441

Procurement Director

Title: _____

7/2/2020

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Task 1: 1Integrate Training/Information Session for MnGeo and MnDOT Staff

1. Within one month of the Interagency Agency Agreement being signed, MnGeo partnering with 1Spatial arrange and hold a consulting session for selected MnGeo and MnDOT technical staff to set business rules for change detection of road centerline data provided by local data authorities. The session will include the following:
 - a. 5-days hands-on consulting on 1Integrate workflow and rule-making procedures
2. MnGeo and MnDOT will be responsible for determining participants from their respective departments.

Deliverables:

- Configuration of workflows and business rules to support the change detection of different dates and spatial linework of local road centerline data for 2+ counties.
- Knowledge transfer for how MnGeo and MnDOT can create additional workflows to support change detection, Extract, Transform, Load (ETL) and validation for the remaining counties in Minnesota.
- Document workflow and rule-making procedures

Task 2: Configure 1Integrate for MnDOT Business Needs and Publish Web Service

1. MnGeo will configure change detection business rules in 1Integrate to compare at least two local road datasets, from different dates, one being from the Twin Cities metro counties and one being from outstate or using the NG911 statewide aggregate dataset. The output from this process will be change detection dataset(s).
- Together, MnGeo and MnDOT will evaluate the change detection datasets to evaluate which components in the change detection datasets are important to the MnDOT business process. The evaluation will include review of both geometry or attribute elements and will be an iterative process. Previously identified fields will be included in the new change detection dataset if available:
 - Street name
 - Street name Pre type
 - Street name post type
 - Street name post-directional
 - County Name field (I see L & R) whatever the default is (maybe Right?)
 - One-Way
 - Effective Date
 - Retired Date
 - Edit Date
 - Route ID
 - Route System
 - Street Name Full
 - Route Number
 - Lifecycle Status
 - Surface Type
 - Number of Lanes
 - Comments

2. MnGeo will document and update the 1Integrate rules to reflect the needs of MnDOT defined by the evaluation process.
3. MnGeo will provide the change detection dataset(s) to MnDOT via web service.
4. Optional (if funding permits): Create an ETL process or script to take the change detection dataset(s) from the webservice and populate the Linear Referencing System (LRS) redline feature class in the MnDOT database with the following assumptions.
 - a. MnDOT already has a redline feature class that is part of the LRS, so the ETL or script would be appending changed features to it.
 - b. In addition to adding changed features to redline feature class, an optional attribute could be added describing the change. For example, was the feature added or deleted, or a realignment, or other.
 - c. The ETL or script could be automated and set to run once per week.

Deliverables

1. Proof of concept (POC) of change detection for at least two counties, one being from the Twin Cities metro counties and one being from outstate or using the NG911 statewide aggregate dataset within 45 days of Interagency Agreement being signed.
2. A web service that provides a view of detected new changes in geometric and attribute data for the POC within 60 days of Interagency Agreement being signed.
3. A web service that provides a view of detected changes in geometric and attribute data for all 87 counties in Minnesota within 90 days of Interagency Agreement being signed. (This can be the same web service as above).
4. Optional (if funding permits): ETL/Script to load change detection dataset from web service(s) into redline feature class (date to be determined). This step has to be done as part of the overall project. If funding permits this will be done by MnGEO.

Task 3: Project Administration and Project Management

Deliverables

Within the constraints of this task's budget, and in consultation with MnDOT's primary contact, MnGeo will provide the following services:

1. Project meetings with MnDOT staff and will be scheduled by MnGeo to review progress and discuss issues that have arisen. 1Spatial staff may also be included in meetings as necessary.
2. Monthly project status reports as agreed on by MnGeo and MnDOT.
3. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, project documentation and archiving or future service authorization estimating and creating.
4. Task 3 costs will be billed as incurred.

MnDOT deliverables, duties and responsibilities:

Under the terms of this agreement, MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by DOT's primary contact.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.



MnDOT Contract Number: 1044437

AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER: 1044437

Contract Start Date: July 6, 2020	Original Contract Amount:	\$ 49,937.30
Original Contract Expiration Date: September 30, 2020	Previous Amendment(s) Total:	\$ N/A
Current Contract Expiration Date: September 30, 2020	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: September 30, 2020	Total Amended Contract Amount:	\$ 49,937.30

Project Identification: Shared Centerlines

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Geospatial Information Office ("MnGeo").

RECITALS

1. MnDOT has a contract with MnGeo identified as MnDOT Contract Number 1044437 ("Original Contract") to provide Geographic Information System (GIS) Professional Services to support the business needs of MnDOT.
2. MnDOT and MnGeo have agreed that different technology is required to complete this project, as specified in the Original Contract, and through this amendment. Therefore, language has been changed to accommodate that adjustment. No additional time or compensation is required.
3. MnDOT and MnGeo are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

REVISION 1. Subarticle 1.3 is amended as follows:

- 1.3. Exhibits: Exhibit A **A-1** is attached and incorporated into this contract.

REVISION 2. Subarticle 2.2 is amended as follows:

- 2.2. MnGeo will perform the tasks and provide the deliverables described in Exhibit A **A-1**.

REVISION 3. Subarticle 3.1 is amended as follows:

- 3.1. MnGeo will be paid on a Unit Rate basis as follows:

Staffing Costs*: ~~\$32,937.30~~ **\$ 49,937.30**

~~Non-Staffing Costs (not to exceed): \$17,000.00~~

**Classifications/Hourly Rates: 8PSMG1 \$62.60 | 8PSMG2 \$80.60 | 8PSMG3 \$95.70*

REVISION 4. Subarticle 5.1 is amended as follows:

- 5.1. MnDOT's Authorized Representative will be:

Name/Title: ~~Melissa Brand~~ **Ashley Duran, Contract Administrator**

Address: Minnesota Department of Transportation
395 John Ireland Boulevard, Consultant Services, St. Paul, MN 55155

Telephone: ~~651-366-4644~~

E-Mail: ~~melissa.brand@state.mn.us~~ **ashley.duran@state.mn.us**

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

MnDOT Contract Number: 1044437

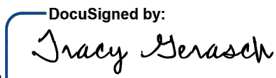
MnDOT ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: N/A
Date:

MnGeo

Contractor certifies that the appropriate person(s) have executed the amendment on behalf of Contractor as required by applicable articles, bylaws or resolutions.

Signed: 
58BF08076AF6441...

Title: Procurement Director

Date: 9/14/2020

MnDOT

(with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:
Title:
Date:

MnDOT CONTRACT MANAGEMENT

Signed:
Date:

MnGeo Deliverables, Duties and Responsibilities

This scope of work consists of a series of tasks as described below. In some instances, it may be necessary for staff from the MnDOT team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Task 1: Configure Feature Manipulation Engine (FME) for MnDOT Business Needs and Publish Web Service

1. MnGeo will configure change detection business rules in FME to compare at least two local road datasets, from different dates, one being from the Twin Cities metro counties and one being from outstate OR, using the NG911 statewide aggregate dataset. The output from this process will be change detection dataset(s).

Together, MnGeo and MnDOT will evaluate the change detection datasets to determine which components in the change detection datasets are important to the MnDOT business process. The evaluation will include review of both geometry or attribute elements and will be an iterative process. Previously identified fields will be included in the new change detection dataset if available:

- a. Street name
 - b. Street name Pre type
 - c. Street name post type
 - d. Street name post-directional
 - e. County Name field (I see L & R) whatever the default is
 - f. One-Way
 - g. Effective Date
 - h. Retired Date
 - i. Edit Date
 - j. Route ID
 - k. Route System
 - l. Street Name Full
 - m. Route Number
 - n. Lifecycle Status
 - o. Surface Type
 - p. Number of Lanes
 - q. Comments
2. MnGeo will document and update the rules to reflect the needs of the MnDOT COSTP defined by the evaluation process.
 3. MnGeo will provide the change detection dataset(s) to MnDOT via web service.
 4. Optional (if funding permits): Create an Extract, Transform, Load (ETL) process or script to take the change detection dataset(s) from the web service and populate the Linear Referencing System (LRS) redline feature class in the MnDOT database with the following assumptions.
 - a. MnDOT COSTP already has a redline feature class that is part of the LRS, so the ETL or script would be appending changed features to it.
 - b. In addition to adding changed features to redline feature class, an optional attribute could be added describing the change. For example, was the feature added or deleted, or a realignment, or other.
 - c. The ETL or script could be automated and set to run once per week.

Task Deliverables

1. Proof of concept of change detection for at least two counties, one being from the Twin Cities metro counties and one being from outstate OR using the NG911 statewide aggregate dataset by August 30th, 2020.
2. If County data is used, then a web service that provides a view of detected new changes in geometric and attribute data for the proof of concept counties (POC) by September 21st, 2020

3. A web service that provides a view of detected changes in geometric and attribute data for all 87 counties in Minnesota by September 30th, 2021 (This can be the same web service as above).
4. Optional (if funding permits): ETL/Script to load change detection dataset from web services into redline feature class (date to be determined). This step has to be done as part of the overall project. If funding permits this will be done by MnGeo.

Task 2: Knowledge transfer

1. Knowledge transfer to MnDOT of FME scripts and business rules.
2. MnGeo and MnDOT will be responsible for determining participants from their respective departments.

Task Deliverables:

1. Configuration of workflows and business rules to support the change detection of different dates and spatial linework of local road centerline data for 2+ counties.
2. Knowledge transfer for how MnGeo and MnDOT can create additional workflows to support change detection, ETL and validation for the remaining counties in Minnesota.
3. Document workflow and rule-making procedures

Task 3: Project Administration and Project Management

Task 3 entails all project administration and project management services required under this contract.

Task Deliverables

1. Within the constraints of this task's budget, and in consultation with MnDOT's primary contact, MnGeo will provide the following services:
 - a. Project meetings with MnDOT staff and will be scheduled by MnGeo to review progress and discuss issues that have arisen.
 - b. Monthly project status reports as agreed on by MnGeo and MnDOT.
 - c. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, project documentation and archiving or future service authorization estimating and creating.

Task 4: Ongoing Hosting and Support

Under a separate contracting mechanism, the Shared Centerline Service will be hosted on current infrastructure used by MnDOT and MnGeo will provide basic hosting support of this application to September 30, 2021. MnGeo will provide a cost of maintenance of application after deployment. Ongoing support for application after September 30, 2021.

Task Deliverables

1. Cost document for maintenance after deployment.
2. Cost document for future hosting and support once after September 30, 2021.

MnDOT Deliverables, Duties and Responsibilities:

Under the terms of this contract, MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT's primary contact.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

**STATE OF MINNESOTA
INTERAGENCY CONTRACT**

This Contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration ("Admin").

Contract

1. Term of Contract

- 1.1 Effective Date: This Contract will be effective on July 1, 2020 or the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2, whichever is later.
- 1.2 Expiration Date: This Contract will expire on 6/30/2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work, Incorporation of Exhibits

- 2.1 MnDOT and Admin have agreed to the terms of the Work Plan set forth in Exhibit A, attached hereto and expressly incorporated herein.

3. Consideration and Payment

- 3.1 MnDOT will submit a monthly payment of \$2,300 to Admin.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to Admin under this Contract will not exceed \$27,600.

4. Conditions of Payment

- 4.1 All services provided by Admin under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving Admin invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify Admin within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay Admin within 30 days of receipt of such invoice.
- 4.3 Admin must create and enter an invoice in SWIFT for all services provided under this agreement.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

5. Contract Personnel

- 5.1 MnDOT's Authorized Representative will be:
 - Name: Cassandra Isackson, or successor.
 - Telephone: 651-234-7210
 - Email: cassandra.isackson@state.mn.us
- 5.2 Admin's Authorized Representative will be:
 - Name: Sam Shafer
 - Telephone: 651-285-4825
 - Email: sam.shafer@state.mn.us

- 5.3 Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this agreement.

6. Amendments

- 6.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party. In the event of such termination, Admin shall be entitled to payment determined on a prorated basis, for work or services satisfactorily performed.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

COMMISSIONER OF ADMINISTRATION

(with delegated authority)

By: C. A. Muni.

Title: DIRECTOR, FACILITIES MGT.

Date: 7/2/20

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MnDOT Contract Management

By: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # 179817

SWIFT Purchase Order # 3000454477

Exhibit A Work Plan

Admin will provide:

- Oversight of Admin staff and contract vendors, review of construction-related documents, recommendation and oversight for building related services.
- Building Manager will meet monthly with MnDOT Aeronautics staff followed by a tour of the facility. Additional meetings and work will be performed as needed.
- Twice weekly, maintenance engineering staff will walk through the building for visual inspection of mechanical equipment, lighting, etc. Additional visits and service will be performed as needed.
- Other trades services such as mechanical, carpentry, electrical, and machinist will be provided as needed.
- Building equipment and maintenance schedules will be entered into Archibus work order system so preventive maintenance is completed and information regarding equipment repairs can be easily tracked.
- Provide emergency facility services as needed 24 hours a day, 7 days a week.
- Provide MnDOT Aeronautics with emergency contact list, updated monthly.
- Perform additional services through our Repair and Other Jobs (ROJ) function as requested by MnDOT Aeronautics (such as painting, adding or relocated electric outlets, etc.); alternatively, MnDOT Aeronautics may contract with other vendors.
- Upon receipt of funding information from MnDOT, submit Project Initiation Form (PIF) for building engineering and safety assessment to Admin's Real Estate and Construction Services.
- Fully participate in process to ensure accurate building engineering and safety assessment, and provide recommendations to MnDOT Aeronautics upon completion of report.

MnDOT will provide:

- Fund a building engineering and safety assessment.
- Directly purchase and pay vendors for services not provided by Admin such as utilities, janitorial, grounds, trash and recycling, building insurance, city fees, pest control, fire extinguisher inspections, etc.
- Fund large repairs and maintenance costs not part of this agreement.
- Notify Admin of building concerns through Service Line (651-201-2300) or Building Manager.
- Determine future of building upon completion of building engineering and safety assessment.

Admin and MnDOT will collaboratively:

- Review financial position after the close of each fiscal year.
- If expenditures are significantly different than budget, we may jointly decide mid-year to either change the rate or shift additional charges to ROJ.
- Determine what level of service Admin will provide on longer-term basis after future of building has been decided.



MAD Project Number: 2021-013

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation Technical Certification: COMWDMRL

MAD Contact: Barbara Tuckner

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$4,200.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: 12-31-2020

Contract: 180274
Number/Date/Entry Initials

Order: 3000546677
Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation Technical Certification: COMWDMRL (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>

1. Services to be Performed:

The Division agrees that it will provide a project team to provide support to the MnDOT Technical Certification Program in the ongoing development of their program. Services may include organization design, PD development, and leadership support.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner

Requesting Agency: Glenn Engstrom

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 30 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$4,200.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective July 15, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Glenn Engstrom. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date: Digitally signed by Renda E Rappa Date: 2020.07.09 08:32:36 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-013

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation Technical Certification: COMWDMRL**, has an interagency agreement identified as **2021-013 (Contract: 180274, Order: 3000546677)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **1 & 3** of the original contract shall be amended to read:

1. Services to be Performed:

The Division agrees that it will provide a project team to provide support to the MnDOT Technical Certification Program in the ongoing development of their program. Services may include organization design, PD development, and leadership support. In addition, the Division will Develop a comprehensive data collection and analysis plan that measures levels of performance in the field and customer satisfaction. Consider using LSC, IAs, and MnDOT's analytical staff to develop this plan. Utilizing RBA principles:

- Identify a data team that will own data collection and analysis for the program
- Conduct "RBA in ½ day curriculum for overview and begin to identify specific program measures
- Work with data team to refine measures and build a data development agenda including certification of instructors

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~30-100~~ hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$4,200.00~~ \$14,000.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-013

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation Technical Certification: COMWDMRL**, has an interagency agreement identified as **2021-013 (Contract: 180274, Order: 3000546677)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **1, 3 & 5** of the original contract shall be amended to read:

1. Services to be Performed:

The Division agrees that it will provide a project team to provide support to the MnDOT Technical Certification Program in the ongoing development of their program. Services may include organization design, PD development, and leadership support. In addition, the Division will Develop a comprehensive data collection and analysis plan that measures levels of performance in the field and customer satisfaction. Consider using LSC, IAs, and MnDOT's analytical staff to develop this plan. Utilizing RBA principles:

- Identify a data team that will own data collection and analysis for the program
- Conduct "RBA in ½ day curriculum for overview and begin to identify specific program measures
- Work with data team to refine measures and build a data development agenda including certification of instructors

The second amendment also include Exhibit A, which is attached and incorporated as part of this agreement.

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~400~~ 350 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$14,000.00~~ \$49,000.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

5. Effective Dates:

This agreement is effective July 15, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2020~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:  Digitally signed by Melissa Brand Title: Melissa Brand Date: 2020.12.09 08:46:27 -06'00'	By:  Digitally signed by Renda E Rappa Title: Renda E Rappa Date: 2020.12.08 13:00:43 -06'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By:  Digitally signed by Nicole Peszynski Title: Nicole Peszynski Date: 2020.12.08 16:09:47 -06'00'	By: Title: Date:

MnDOT Technical Certification Project Plan and Hours 11/18/20

EXHIBIT A

Activities	Notes	Est. Hours
Design and develop materials to support dashboard measures 1-6 attached. Note: one measure ready to go.	Work with program staff as needed to develop templates, scoring rubrics, etc. Support may include one-on-one coaching as needed.	150
Prepare, facilitate, and compile meeting notes with the Technical Advisory group	Up to two meetings between 11/20 and 6/21	12
Partner with Technical Certification staff to develop curriculum for current and future program instructors	Curriculum would include segments associated with teaching adult learners, using online platforms for effective learning, and what it may take to move from junior to senior instructor status	50
Hours Subtotal		212
18% Project Management		38
Total Hours		250
Total Cost Estimate		\$35,000

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

MnDOT Technical Certification Project Plan and Hours 11/18/20

Dashboard Measure: External (on website)	Communication Power	Program effectiveness	Data Accessibility	Initial Actions	Program Changes, Practices, Processes
1. % of project audits indicating issues	High	High	High	Dave Christensen to deliver data	Annual report—can publish historical data to tell “story”
2. % of IA annual inspections that indicate proficiency (on a scale, offer additional material)	High	High	Low	M. Sroga develops a scale for review and implementation. Note: new season, new database	<ul style="list-style-type: none"> MAD contact M. Sroga Pilot new procedure, develop reporting form, determine timing
3. % of unrepresented students that become certified	High	Med-Low	Low	<ul style="list-style-type: none"> MAD provides language i.e. race, gender, self-identification <p>Incorporate language above on registration materials</p> <ul style="list-style-type: none"> Work with SJ i.e. collect demographics 	<p>Updated annually for new to the field</p> <p>Recertified data as well</p>
Dashboard Measure: For Internal Use	Communication Power	Program effectiveness	Data Accessibility	Initial Actions	Program Changes, Practices, Processes
4. % of students that evaluate training as (content/instructors) satisfactory (survey), including level of difficulty of parts of the test i.e., math and pre-course work?	Low	Medium	Med -Low	<ul style="list-style-type: none"> Review procedures for collecting data—what is working Tie to enrollment verification, completion, etc. ? 	Review practices with MAD and brainstorm alternatives
5. % of instructors meeting instructor qualifications (knowledge of content and adult teaching methods, recently in the field- 3 years)	High	Medium-High	Low	<p>MnDOT or MAD/MMB:</p> <ul style="list-style-type: none"> Identify junior and senior classification PDs created for instructors 	<ul style="list-style-type: none"> Hiring based on qualifications, experience, etc. Adult learning courses identified <p>Build an independent or peer evaluator system</p> <ul style="list-style-type: none"> New Employee to manage this

MnDOT Technical Certification Project Plan and Hours 11/18/20

				<ul style="list-style-type: none"> Customize position descriptions patterned after state classifications system 	
6. % of students certified/passing rate by class	High	Low	Hight	JM to find the data	<ul style="list-style-type: none"> May illustrate which instructors need support
Dashboard Measures for Future Consideration	Communica-tion Power	Program effectiveness	Data Accessibility	Initial Actions	Program Changes, Practices, Processes
7. % of high-quality inspectors in the field (skills/knowledge (observable behaviors, attitude, integrity and ethics)	High	High	Low	<ul style="list-style-type: none"> MAD reviews levels of professional description (PDs) for minimum qualifications and skills, knowledge, and abilities PDs created for field inspectors 	
8. % of IAs that meet IA standards (checklist components)	Medium	Medium	Med-Low		
9. % of courses offered by mode: in-person, online (virtual), experiential lab (survey)	Medium	Medium	High		
10.% of exams at passing threshold (a threshold that reflects the quality of inspector wanted)- % failure rate	High	Medium	Low		
11.% of students that pass and find or retain employment (surveys or recertifications)	Medium	Medium	Low		
12.% of students seen in their own language/accommodation	High	Low	Low		

AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-013

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation Technical Certification: COMWDMRL**, has an interagency agreement identified as **2021-013 (Contract: 180274, Order: 3000546677)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 5 of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective July 15, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2021~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 471.59, 4.045, and 16A.055 this is an agreement between Minnesota Management and Budget (MMB) and Minnesota Department of Transportation (DOT or Requesting Agency).

1. Services to be Performed:

Minnesota Management and Budget will provide staffing and support for the Children's Cabinet (Minnesota Statutes, section 4.045), including the coordination of interagency efforts seeking to ensure that all Minnesota children are healthy, safe, and prepared to achieve their full potential.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Erin Bailey, Assistant Commissioner – Children's Cabinet, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, Erin.Bailey@state.mn.us, 651-201-8044.

DOT: Scott Peterson, Deputy Commissioner, or their successor designated by the Commissioner, 395 John Ireland Blvd., St. Paul, MN 55155 scott.peterson@state.mn.us 651-366-4817.

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: \$34,000

You will receive an annual invoice from MMB in July or August 2020. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 17, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

4. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

Approval:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sue Buhl Digitally signed by Sue Buhl
Date: 2020.07.17 13:21:06 -05'00'

2. [Minnesota Department of Transportation]

By: Melissa Brand Digitally signed by Melissa Brand
Date: 2020.07.17 13:38:55 -05'00'

(With delegated authority)

Title: Asst. Director, Consultant Services

Date: 07/17/2020

3. Minnesota Management and Budget

By: _____
(with delegated authority)
Title: Chief Financial Officer
Date: 07-20-2020

4. MnDOT Contract Management

By/Date: Ryan Gaulke Digitally signed by Ryan Gaulke
Date: 2020.07.17 13:57:44 -05'00'

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055, 43A.01, 43A.04, and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and Minnesota Department of Transportation (DOT or Requesting Agency).

1. Services to be Performed:

The chief inclusion officer will lead the development and implementation of proactive diversity, equity, and inclusion programs which will support the State's diversity and inclusion strategic plan. The chief inclusion officer will also provide strategic guidance and direction across the enterprise and support the Governor's Diversity, Inclusion, and Equity Council.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Chris Taylor, Chief Inclusion Officer, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, chris.taylor@state.mn.us, 651-201-3453.

DOT: Scott Peterson, Deputy Commissioner, or their successor designated by the Commissioner, 395 John Ireland Blvd., St. Paul, MN 55155 scott.peterson@state.mn.us 651-366-4817.

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: \$41,998.00

You will receive an annual invoice from MMB in July or August 2020. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 23, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

4. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

Approval:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sue Buhl Digitally signed by Sue Buhl
Date: 2020.07.22 09:46:32 -05'00'

Date: _____

2. Minnesota Department of Transportation

By: Melissa Brand Digitally signed by Melissa Brand
Date: 2020.07.22 12:03:55 -05'00'

(With delegated authority)

Title: Asst. Director, Consultant Services

Date: 07/22/2020

3. Minnesota Management and Budget

By: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 07-22-2020

4. MnDOT Contract Management

By/Date: Kyle Fisher Digitally signed by Kyle Fisher
Date: 2020.07.22 13:35:30 -05'00'

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Department of Transportation (DOT or Requesting Agency).

1. Services to be Performed:

The statewide recruiting unit will provide expertise and guidance to cabinet-level agencies in the filling of higher-level positions within the executive branch.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Kristin Batson, Deputy Commissioner – Enterprise Human Capital, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

DOT: Scott Peterson, Deputy Commissioner, or their successor designated by the Commissioner, 395 John Ireland Blvd., St. Paul, MN 55155 scott.peterson@state.mn.us 651-366-4817.

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: \$68,328.00

You will receive an annual invoice from MMB in July or August 2020. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 30, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

4. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

Approval:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sue Buhl Digitally signed by Sue Buhl
Date: 2020.07.24 07:02:53
-05'00'

Date: _____

2. [Department of Transportation]

By: Melissa Brand Digitally signed by Melissa Brand
Date: 2020.07.24 09:33:16 -05'00'
(With delegated authority)

Title: Asst. Director, Consultant Services

Date: 07/24/2020

3. Minnesota Management and Budget

By: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 07-28-2020

4. MnDOT Contract Management

By/Date: Kyle Fisher Digitally signed
by Kyle Fisher
Date: 2020.07.24
09:39:51 -05'00'

**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 Transportation (DOT 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.

DOT: Scott Peterson, Deputy Commissioner, or their successor designated by the Commissioner, 395 John Ireland Blvd., St. Paul, MN 55155 scott.peterson@state.mn.us 651-366-4817.

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: \$137,856.00

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: Nicole Peszynski Digitally signed by Nicole Peszynski
Date: 2020.08.11 09:31:36 -05'00'

2. Department of Transportation

By: Mark Gieseke Digitally signed by Mark Gieseke
(With delegated authority) Date: 2020.08.11 10:10:23 -05'00'

Title: Assistant Commissioner

Date: 08-11-2020

3. Minnesota Management and Budget

By: Paul B. Moore Digitally signed by Paul B. Moore
(with delegated authority) Date: 2020.08.11 11:54:18 -05'00'

Title: Chief Financial Officer

Date: 08-11-2020

4. MnDOT Contract Management

By/Date: Kyle Fisher Digitally signed by Kyle Fisher
Date: 2020.08.11 10:20:19 -05'00'



MnDOT Contract Number: 1044794

**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Project Identification: MnGeo Support & Enhancements

This contract is between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

Contract**1. Term of Contract; Survival of Terms; Incorporation of Exhibits:**

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2021, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Type 9025.
- 2.2. MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

3. Consideration and Payment

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$197,182.70.

4. Conditions of Payment

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative will be:

Name/Title: Ron Bisek, Contract Administrator
 Address: 1500 West County Road B2, Mail; Stop 725, Roseville, MN 55113
 Telephone: **651-234-7057**
 E-Mail: ron.bisek@state.mn.us

- 5.2. MnDOT's Project Manager will be:

Name/Title: Nathan Drews
Address: 1500, West County Road B2, Mail Stop 725, Roseville, MN 55113
Telephone: 651-234-7014
E-Mail: nathan.drews@state.mn.us

5.3. MnGeo Authorized Representative will be:

Name/Title: Daniel Ross
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55115
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6. Amendments

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. Plain Language; Accessibility Standards

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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MnDOT Contract Number: 1044794

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

MNGEO

DocuSigned by:

Tracy Gerasch

Signed: _____

68BF08076AF6441...

Title: _____
Procurement Director

Date: 8/27/2020

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Exhibit A

Scope of Work

A. MnGeo deliverables, duties and responsibilities:

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for staff from the OTE team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, any budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The total obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties; however, hours may be shifted between tasks as necessary after discussion with OTE's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

Task 1: Support of mapping applications and ongoing OTE data updates

Deliverables:

This project agreement will support ongoing updates to Portal and Insights mapping environment and ongoing data updates to support OTE's work. Within the constraints of this task's budget, and in consultation with OTE's primary contact, MnGeo will provide the following services:

1. Ongoing updates of reference datasets and feature layers (examples include, but not limited to: crash points, LRS events and sections)
3. User account support for login updates
4. License Procurement
5. Support of the current application
6. ETL Process Maintenance
 - Planned schema changes/updates

Task 2: Project Administration and Business Analysis

Deliverables:

Within the constraints of this task's budget, and in consultation with OTE staff, MnGeo will provide the following services:

1. Monthly meetings with OTE staff will be scheduled by MnGeo to review progress and discuss work requested by OTE and any issues that may have arisen.
2. General project administration services including contract modifications, basic project design and business analysis, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving and future service authorization estimating and creating.
3. General business analysis services will be provided as needed and include defining, analyzing and documenting requirements, identifying business needs and determining solutions, and identifying potential process improvements.
4. Task 2 costs will be billed as incurred.

Task 3: Managed Hosting - System Maintenance and Infrastructure

Deliverables:

1. Provide geospatial hosting infrastructure
2. Provide system maintenance

Infrastructure:

Dedicated geospatial hosting to support the minimum requirements for the Esri Portal and Insights software, supporting databases and data processing environments. For the purposes of this project, it is assumed that the production and development infrastructure will be available for 12 months of FY20.

MnGeo will provide the following ongoing services:

1. Provide a secure, reliable platform for hosting and deploying OTE's GIS data, web services, and applications, including CrashMART. This includes problem solving, periodic software and system upgrades. New applications and services will be evaluated as needed against the capabilities of the infrastructure deployed.
2. Ensure system performance, provide adequate data storage and server resources for the system. Application performance will be assessed during testing in order to use results as a benchmark for consistent, periodic performance testing.
3. Address any reported issues.
4. Answer questions as appropriate
5. MnGeo will coordinate with MNIT Managed Hosting regular OS patching and updates.
6. Infrastructure costs will be billed monthly. System maintenance and administration will be billed as incurred.

Expectations:

1. Within normal business hours, MnGeo will acknowledge system operational problems within one hour identified by OTE staff and reported to MnGeo through OTE's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by OTE staff and reported to MnGeo through OTE's primary contact. MnGeo staff will keep OTE's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide OTE with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise OTE of potential problems associated with these changes. MnGeo will follow IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. OTE staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide OTE with a minimum of one-hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through OTE's primary contact.
6. If additional resources are required for the OTE environment specifically because of OTE deployments or at a request for additional resources by OTE's primary contact, OTE's infrastructure costs will be increased accordingly.

System Maintenance:

System maintenance has been separated from the infrastructure costs and will be assessed each month. System maintenance is assessed at approximately 40 hours per server per year.

System maintenance will be assessed each month.

Timeline: Products and services will be provided throughout the duration of the agreement.

C. OTE deliverables, duties and responsibilities:

Under the terms of this agreement, OTE will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OTE staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OTE's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

D. Service Level Objectives

Service level objectives have been defined below for reference regarding expected performance of the DOT service.

Availability

The DOT OTE System are expected to be available 99.5% of the time over the course of a year. Any expected interruptions in service will be communicated at least 48 hours in advance. Unanticipated interruptions in services will be communicated as soon as possible after discovery.

Incident Response Time

Incident notifications and service requests related to unavailability of the DOT service will be acknowledged within 4 business hours of the notification if reported through standard incident notification channels.

Incidents involving performance will be prioritized and attempted to be resolved within 8 business hours of notification or less.

Business Hours: 8:00 AM – 4:30PM Monday – Friday except for holidays. Extraordinary situations involving activation of a COOP plan or disaster recovery plan may impact our ability to meet the incident response times. We will notify all customers in these situations.

Environments

The infrastructure used to support the DOT OTE Systems will consist of single-tenant deployment and will isolate the system and dependencies to avoid impacting service availability or performance. The DOT OTE Services and applications will be deployed to distinct Production and Non-production staging environments in accordance with MNIT Data Management Standards. Non-production staging will be used to test all changes to the operating systems or application layer configurations. DOT OTE Business and MNIT stewards will be required to perform acceptance testing on changes made within the non-product staging environment and must communicate acceptance before changes can be promoted to the production environment.

Change Management

System changes initiated by either party will require planning and testing in a non-production environment. Agency Business at DOT OTE staff will be required to receive notifications regarding planned changes and perform acceptance testing prior to the production release.

Maintenance Windows

MnGeo performs planned maintenance on DOT OTE Databases, and Infrastructure during the following maintenance windows:

Non-production: Monday 5:30PM - Tuesday 8:00AM or Wednesday 5:30PM - Thursday 8:00AM .

Production: Monday 5:30PM - Tuesday 8:00AM or Wednesday 5:30PM - Thursday 8:00AM.

Maintenance may not require an interruption in service. However, if an interruption in service is expected during these times, advanced notification will be provided to DOT and Business contacts.

In addition to these times, MNIT Managed Hosting has their own maintenance windows to accommodate patching.

System Monitoring

DOT OTE hosted systems managed by MnGeo will be monitored for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MNIT Managed hosting. Alerts will be configured to notify MnGeo staff of performance issues. Issues and resolution will be communicated to application stewards at DOT OTE and embedded MNIT staff at DOT when necessary.

GIS System Audits and Updates

All systems used to support the OTE Services and Applications must be assessed for currency of software yearly. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems. All systems must be running an acceptable version of software according to the MnGeo Standard Operating Environment or must be updated within the billing period. Updates may require customer involvement to facilitate application testing and acceptance to verify updates did not result in breaking changes.

In addition to MINT Managed Hosting Operating System updates, yearly updates to the system will be performed by MnGeo staff under the agreement to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment. ArcGIS Server and other required software installed on the OS will be audited yearly and updated to be no more than 1 major version release behind the current stable version. Exceptions will be documented and communicated to the customer for prioritization in future agreements.

**Exhibit B
Budget****Staffing Breakdown**

Overall breakdown	ITS Category	Hours	FY20 Rates	Charges
GIS - Basic	SWPP, ITS2	0	\$62.60	\$0.00
GIS - Intermediate	ITS3	321	\$80.60	\$25,872.60
GIS - Advanced	ITS4, ITS5, Supervisor and Director	1393	\$95.70	\$133,310.10
Staffing Hours Total:		1,714		\$159,182.70

Non-Staffing Breakdown

Category	Product Code			Charges
Non-Staffing	8MGEO5			\$38,000.00
Non-Staffing Charges Total:				\$38,000.00

Cost Summary

Product Code	Description	Total
8PSMG1, 8PSMG2, 8PSMG3	Staffing	\$159,182.70
8MGEO5	Non-Staffing	\$38,000.00
Total Staffing & Non-Staffing Costs		\$197,182.70

**STATE OF MINNESOTA
INTERAGENCY CONTRACT**

Federal Project #: NA

State Project (SP) #: NA

Trunk Highway (TH) #: NA

Project Identification: FY '21-'24 Interagency Agreement: Cooperative Wetland Banking Program Management

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Board of Water and Soil Resources ("BWSR").

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: The following Exhibits are attached and incorporated into this Contract:
 - A. Local Government Roads Wetland Replacement Program (LGRWRP) MnDOT Debt Repayment
 - B. Wetland Banking Fees and the FY 2021-2024 Interagency Agreement: Cooperative Wetland Banking Program Management
 - C. FY '20-'24 Interagency Wetland Mitigation Agreement (Agreement #1035491)

2. Recitals

- 2.1 Under Minnesota Rules Chapter 8420, BWSR is responsible for providing wetland replacement for certain qualifying local public road projects that impact wetlands and MnDOT is responsible for providing replacement for wetland impacts associated with State projects. Wetland replacement is typically also required for many of these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers (Corps).
- 2.2 BWSR established the Local Government Road Wetland Replacement Program (LGRWRP) in 1996 in accordance with statutory obligations to meet the wetland replacement needs of local road authorities for certain qualifying projects.
- 2.3 MnDOT establishes wetland banks and purchases wetland credits to meet the wetland replacement needs for State transportation projects.
- 2.4 BWSR provides MnDOT with wetland credit acquisition services under existing FY'20-'24 interagency agreement #1035491 (Exhibit C) to meet MnDOT's needs.
- 2.5 The LGRWRP has an outstanding debt owed to MnDOT as a result of previous wetland replacement cooperative efforts. Under agreement #1035491 (Exhibit C), BWSR provides an annual summary of the status of BWSR's debt to MnDOT. Exhibit A depicts the monetary value of the outstanding debt as of July 1, 2020.
- 2.6 BWSR manages the State's wetland banking system. Costs for this service are funded in accordance with Minn. Stat. 103G.2242, subds. 14 and 15 and BWSR's Wetland Banking Fee Policy and Wetland Banking Fee Schedule.

3. Duties of the Parties

3.1 BWSR Duties.

- 3.1.1 As addressed in existing interagency agreement #1035941 (Exhibit C), BWSR will provide wetland credits for MnDOT's use based on MnDOT credit needs, LGRWRP credit availability, and the value of the outstanding LGRWRP debt to MnDOT.
- 3.1.2 BWSR will provide staff to process credit transactions and to be a liaison with MnDOT to coordinate on wetland banking projects, MnDOT wetland replacement needs, and to meet other needs to ensure effective coordination of MnDOT's and the LGRWRP's wetland replacement needs.
- 3.1.3 BWSR will not charge wetland banking fees to MnDOT except for those MnDOT will pay under 3.2.2 and 3.2.3. This waiver only applies to BWSR's wetland banking fees as they exist at the time of this Contract. BWSR will work with MnDOT on methods to pay those fees other than on a transaction by transaction basis.
- 3.1.4 If and when BWSR finalizes an In-Lieu Fee Program (ILFP) with the Corps, the ILFP will be structured to allow use by MnDOT.
- 3.1.5 As LGRWRP funding allows, BWSR will make all reasonable efforts to pay back the LGRWRP debt to MnDOT through transfers of credits in LGRWRP bank accounts and any other means agreeable to both agencies. BWSR will respond to MnDOT requests for debt repayment in writing and may deny a request to transfer particular LGRWRP credits to MnDOT accounts with cause if the credits are necessary to meet LGRWRP needs. Transfer of credits from LGRWRP to MnDOT accounts will reduce the outstanding debt. The value of transferred credits will be based on the full cost to establish those particular credits.
- 3.1.6 Consistent with existing agreement #1035491 (Exhibit C), BWSR will provide an annual summary of the status of BWSR's debt to MnDOT.

3.2 MnDOT Duties

- 3.2.1 MnDOT will provide \$250,000 annually to BWSR as an alternative to paying the wetland banking fees as described as waived in Exhibit B, and to support BWSR Duties 3.1.1 and 3.1.2.
- 3.2.2 MnDOT will pay withdrawal and easement stewardship wetland banking fees for wetland credits purchased from private wetland banks within the duration of this Contract. These payments may occur directly from MnDOT to BWSR or indirectly through the wetland bank owners.
- 3.2.3 MnDOT will pay easement stewardship fees and easement acquisition fees for wetland credits generated from wetland banks MnDOT sponsors solely or in a partnership within the duration of this Contract.
- 3.2.4 MnDOT may provide staff to process wetland credit transactions and other duties as mutually agreed to at the request of BWSR and at BWSR's cost.
- 3.2.5 MnDOT will provide staff to be a liaison with BWSR to support the development of wetland banking projects and the acquisition of wetland credits as necessary to support the wetland replacement needs of MnDOT and counties, cities, and townships.
- 3.2.6 MnDOT will schedule meetings as needed with BWSR to share information and ensure effective coordination on LGRWRP implementation, coordination with the Corps on transportation projects, credit need forecasts, updates on the State Aid for Local Transportation program and other matters that may impact the Wetland Banking Program and the LGRWRP.

4. Consideration and Payment

- 4.1 The total obligation of MnDOT for the services provided under this Contract will be an amount not to exceed \$1,000,000.
- 4.2 Upon execution of this agreement and within 30 days of receiving an invoice, MnDOT will pay \$250,000 to BWSR. For each year thereafter, MnDOT will pay BWSR \$250,000 within 30 days of the receipt of an invoice at the beginning of each fiscal year.

5. Conditions of Payment

- 5.1 BWSR shall provide an annual summary of the LGRWRP credit status in each wetland bank service area, anticipated credits from ongoing projects, and the status of BWSR's debt to MnDOT.
- 5.2 All obligations under this Contract must be performed to each agency's satisfaction, as determined at the sole and reasonable discretion of each agency's Authorized Representative.

6. Contract Personnel

- 6.1 MnDOT's Authorized Representative will be:

Name: Marni Karnowski or his/her successor.
 Title: Chief Environmental Officer
 Street Address: 395 John Ireland Blvd., MS #620
 City, State, Zip: Saint Paul, MN 55155
 Telephone: 651-366-3602
 Email: marni.karnowski@state.mn.us

- 6.2 MnDOT's Project Manager will be the contact for technical issues. MnDOT's Project Manager will be:

Name: Beth Brown or successor.
 Title: Environmental Program Specialist
 Street Address: 395 John Ireland Blvd., MS #620
 City, State, Zip: Saint Paul, MN, 55155
 Telephone: 651-366-4297
 Email: elizabeth.a.brown@state.mn.us

- 6.3 BWSR's Authorized Representative will be:

Name: David Weirens or successor.
 Title: Assistant Director for Programs and Policy
 Street Address: 520 Lafayette Road North
 City, State, Zip: Saint Paul, MN 55155
 Telephone: 651 297-3432
 Email: david.weirens@state.mn.us

- 6.4 BWSR's Project Manager will be the contact for technical issues. BWSR's Project Manager will be:

Name: Tim Smith or successor.
 Title: Wetland Mitigation Supervisor
 Street Address: 520 Lafayette Road
 City, State, Zip: Saint Paul, MN, 55155
 Telephone: 651-600-7554
 Email: tim.j.smith@state.mn.us

7. Amendments

- 7.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

8. Liability

- 8.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

9. Termination

- 9.1 Either party may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party.
- 9.2 Termination for Insufficient Funding. MnDOT may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to BWSR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, BWSR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide BWSR notice of the lack of funding within a reasonable time of MnDOT's receipt of that notice.
- 9.3 Suspension. MnDOT may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by BWSR during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

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BWSR

BWSR certifies that the appropriate person(s) have executed the contract on behalf of the Other Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # 184293

SWIFT Purchase Order # 3000558549

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

MNDOT CONTRACT MANAGEMENT

By: _____

Date: _____



August 31, 2020

To: Marni Karnowski
Chief Environmental Officer
Minnesota Department of Transportation

From: David Weirens
Assistant Director for Programs and Policy Development

Re: Local Government Roads Wetland Replacement Program MnDOT Debt Repayment

The Mn Department of Transportation (MnDOT) and the Mn Board of Water and Soil Resources (BWSR) have cooperated on wetland mitigation for state and local surface transportation projects going back to the start-up of the Local Government Roads Wetland Replacement Program (LGRWRP) in 1996. One result of these efforts has been a debt of outstanding wetland credits that BWSR has with MnDOT.

This debt was initially tracked as wetland credits and was converted to a dollar value with the 2015 Interagency Agreement (#1001409). At that time the debt was \$1,701,476.

As of June 30, 2020, the value of the debt is \$1,432,553.63.

Existing Interagency Agreement (#1035491) and the proposed FY '21-'24 Interagency Agreement: Cooperative Wetland Banking Program Management both discuss the debt, how to reduce the debt, and that BWSR is to provide an annual summary to MnDOT of the status of the debt.



August 31, 2020

To: Marni Karnowski
Chief Environmental Officer
Minnesota Department of Transportation

From: David Weirens
Assistant Director for Programs and Policy Development

Re: Wetland Banking Fees and the FY 2021-2024 Interagency Agreement: Cooperative Wetland Banking Program Management

Introduction.

The Mn Department of Transportation (MnDOT) and the Mn Board of Water and Soil Resources (BWSR) have entered into a series of interagency agreements beginning in 2005 that provide for cooperative wetland replacement for State and local surface transportation projects. A component of all of these agreements has been that BWSR has waived wetland banking fees and provided wetland replacement services and MnDOT has made an annual payment to BWSR as an alternative to paying wetland banking fees and to support wetland replacement services provided by BWSR.

In 2017, the BWSR Board adopted a revised wetland banking fee policy that added new fees. BWSR continued to waive the pre-existing fees for MnDOT wetland banking activity along with the new fees. With the expiration of the current agreement on June 30, 2020 and the development of a new interagency agreement, the application of the new fees needs to be addressed.

This memorandum will provide:

- an overview of wetland banking fees as of June 2020;
- a description of how wetland banking fees have been applied in the 2015-2020 interagency agreement; and
- a description of how wetland banking fees will be applied in the 2021-2024 interagency agreement.

1. Overview of Wetland Banking Fees

Minnesota Statutes 103G.2242 authorize BWSR to assess fees for managing wetland bank accounts and establishing conservation easements, and Minnesota Statutes 103B.103 require BWSR to collect a financial contribution for easement stewardship. These fees are currently implemented through BWSR Board adopted policies as follows:

A. Account Establishment and Initial Deposit Fee. This fee is assessed at the time of the first credit deposit into the wetland bank account. The Account Establishment and Initial Deposit Fee is assessed at 6.5% of the value of the credits deposited, not to exceed \$1,000.

B. Deposit Fees. Deposit fees are assessed starting with the second credit deposit (the initial deposit is part of the Establishment fee). Credit deposit fees are assessed at 6.5% of the value of the credits deposited, not to exceed a total of \$1,000 per deposit.

C. Account Transfer Fee. Account transfer fees are assessed at 6.5% of the value of the credits transferred, not to exceed \$1,000 per transfer. Transfer fees are assessed when credits are transferred by any means (e.g. sale, gift, donation, exchange) from one account holder to a new account holder, but not used for replacement purposes.

D. Withdrawal Fee. Withdrawal fees are incurred when credits are withdrawn for the purposes of wetland replacement and are assessed at 6.5% of the value of the credits withdrawn.

E. Account Maintenance Annual Fee. Account maintenance fees are assessed annually at 1% of the value of the credits in each account, not to exceed \$500. The account maintenance fee will not be assessed in the same calendar year during which an establishment fee is assessed and paid.

F. Easement Acquisition Fee. Each wetland mitigation easement will be assessed an easement acquisition fee of \$3,400. The fee will be assessed in two installments: (1) an initial fee of \$1,000 will be assessed at the time the mitigation sponsor initiates the acquisition process and, (2) the balance of the easement acquisition fee (\$2,400) will be assessed when BWSR prepares the conservation easement and transmits it to the landowner for signature.

G. Easement Stewardship Fee. The easement stewardship fee provides a source of revenue to cover the costs of monitoring State-held wetland mitigation easements over time. The fee per easement is \$7,800 and is assessed as a \$302 per credit fee applied when credits are withdrawn from the account.

Additional details on wetland banking fees are available on the BWSR website: <https://bwsr.state.mn.us/wetland-bank-credits-and-fees>.

2. Application of Wetland Banking Fees in the 2015-2020 Interagency Agreement

The following fees were in existence in 2015 when this agreement was executed:

A. Account Establishment and Initial Deposit Fee.

B. Deposit Fees.

C. Account Transfer Fee.

D. Withdrawal Fee.

E. Account Maintenance Annual Fee.

These fees were waived for MnDOT through the 2015-2020 interagency agreement and consistent with prior interagency agreements. These fees were waived as a benefit of the interagency agreement for both agencies by reducing administrative costs for wetland replacement administration. Instead of managing numerous individual transactions and fee payments during the course of a year, these costs are effectively combined into a single payment one-time per year under the terms of the interagency agreement. This approach also provides both agencies with a known expense/revenue amount that can be planned for and budgeted well in advance of any given fiscal year.

In 2017, the BWSR Board adopted a new wetland banking fee policy that included the following new fees:

F. Easement Acquisition Fee.

G. Easement Stewardship Fee.

These fees were also waived for MnDOT wetland banking activities consistent with the spirit of the 2015-2020 interagency agreement.

3. Application of Wetland Banking Fees in the 2021-2024 Interagency Agreement

Under the 2021-2024 interagency agreement, wetland banking fees will apply to MnDOT wetland banking activities as follows:

A. Wetland Credits Generated from Wetland Banks that MnDOT is a Sponsor (sole or in partnership):

Waived: A. Account Establishment and Initial Deposit Fee; B. Deposit Fees; C. Account Transfer Fee; D. Withdrawal Fee; and E. Account Maintenance Annual Fee.

Not Waived: F. Easement Acquisition Fee; and G. Easement Stewardship Fee.

The waived/not waived approach outlined here is to provide consistent application of wetland banking fees as had been the case under prior interagency agreements and to provide for the two new fees that were implemented in 2017. Specific to the Easement Stewardship Fee, BWSR is required by statute to collect these funds and transfer them to the State Board of Investment. BWSR is open to alternative means to pay these fees that may differ from the current process for private wetland banks (where the fee is collected at the time of credit withdrawal).

B. Purchase of Wetland Credits from Private Wetland Banks:

Waived: A. Account Establishment and Initial Deposit Fee; B. Deposit Fees; C. Account Transfer Fee; and E. Account Maintenance Annual Fee; and F. Easement Acquisition Fee.

Not Waived: D. Withdrawal Fee; and G. Easement Stewardship Fee.

The Withdrawal Fee is not being waived as the proceeds from this fee support programmatic work by BWSR staff throughout private bank approval and development processes and in effect reimburses BWSR for costs incurred prior to credit withdrawal. Again, specific to the Easement Stewardship Fee, BWSR is required by statute to collect these funds and transfer them to the State Board of Investment.

C. Wetland Credits Provided by the Local Government Roads Wetland Replacement Program (LGRWRP).

Waived: A. Account Establishment and Initial Deposit Fee; B. Deposit Fees; C. Account Transfer Fee; D. Withdrawal Fee; and E. Account Maintenance Annual Fee.

Not Applicable: F. Easement Acquisition Fee; and G. Easement Stewardship Fee.

Finally, note that this memo uses the terms “waived” and “not waived” in reference to the process that would otherwise be used to collect wetland banking fees (i.e. the collection of fees on a transaction-by-transaction basis). BWSR is required by statute to collect banking transaction fees but has flexibility in the manner by which they are collected. The 2021-2024 interagency agreement utilizes that flexibility for the mutual benefit of the agencies.

4. Summary and Conclusion

BWSR has an array of wetland banking fees that are intended to ensure that State costs are covered for all wetland banking activities and transactions. These fees have been established to ensure that wetland impacts and required replacement bear their full costs and are not subsidized by unrelated funding sources. The long-standing relationship between MnDOT and BWSR provides for efficient administration of these fees and coordinated wetland replacement that directly benefits the provision of State and local transportation infrastructure with associated public environmental benefits.

In summary, the application of wetland banking fees in the 2021-2024 interagency agreement are as follows:

- Provides consistent application of wetland banking fees as has been the case under prior interagency agreements;
- Clarifies the payment of fees for activities associated with the FY 21'-24 Interagency Wetland Mitigation Agreement;
- Addresses the two new fees that were implemented in 2017;
- Provides that the Easement Stewardship Fee must be collected in accordance with statute; and
- Provides that the Withdrawal Fee is not being waived as the proceeds from this fee support programmatic work by BWSR staff throughout private bank approval and development processes and in effect reimburses BWSR for costs incurred prior to credit withdrawal.

Generally, the interagency agreement provides the following direct value and benefits to MnDOT:

- An alternative method to pay wetland banking fees;
- A means to pay wetland fees in a more administratively efficient manner;
- Funding to BWSR for staff to manage wetland credit bank transactions;
- Provides both agencies with a known expense/revenue amounts that can be planned for and budgeted well in advance of any given fiscal year;
- Direct BWSR staff support for MnDOT credit acquisition (i.e. RFP development, RFP response evaluation, purchase agreements, etc.);
- Provides coordinated wetland credit management between the Local Government Road Wetland Replacement Program and the State Highway System; and
- Support for wetland replacement coordination for State and local road authorities.

**STATE OF MINNESOTA
INTERAGENCY CONTRACT**

Federal Project #: NA

State Project (SP) #: NA

Trunk Highway (TH) #: NA

Project Identification: FY '20-'24 Interagency Wetland Mitigation Agreement

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Board of Water and Soil Resources ("BWSR").

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A is attached and incorporated into this Contract.

2. Recitals

- 2.1 Under Minnesota Rules Chapter 8420, BWSR is responsible for providing wetland replacement for certain qualifying local public road projects that impact wetlands and MnDOT is responsible for providing replacement for wetland impacts associated with DOT projects. Wetland replacement is typically also required for many of these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers ("Corps").
- 2.2 BWSR established the Local Government Road Wetland Replacement Program (LGRWRP) in 1996 in accordance with statutory obligations to meet the wetland replacement needs of local road authorities for certain qualifying projects.
- 2.3 MnDOT historically established wetland banks to meet the wetland replacement needs for state transportation projects.
- 2.4 Previous interagency agreements between MnDOT and BWSR established a partnership, referred to as the Cooperative Wetland Replacement Partnership (CWRP), to collaborate and create efficiencies in the state's provision of wetland replacement for public road projects in Minnesota.
- 2.5 BWSR and MnDOT are currently committed to continuing to work together to efficiently provide wetland replacement for public road projects through shared procurement processes, technical expertise, etc.
- 2.6 Currently, MnDOT and BWSR provide wetland replacement either by establishing wetland banks that generate wetland credits or by purchasing wetland credits from existing privately-owned wetland banks. An alternative method for satisfying wetland replacement requirements, through a purchase of credits from an In-Lieu Fee Program (ILFP), is currently under development by BWSR and expected to become available for both BWSR and MnDOT use in calendar year 2020.
- 2.7 The LGRWRP has an outstanding debt owed to MnDOT as a result of previous cooperative efforts to establish and maintain the CWRP. Exhibit A depicts the current value of the outstanding debt.

3. Duties of the Parties

3.1 BWSR Duties.

- 3.1.1 BWSR will provide wetland credits for MnDOT's use through purchases of wetland bank credits approved for use under the Wetland Conservation Act and the Section 404 permitting program (hereafter referred to as "approved credits"), development of wetland banks that will produce approved credits, or the ILFP in response to MnDOT specified needs throughout the period of this agreement.
- 3.1.2 BWSR will consult with MnDOT in the targeting and selection of wetland bank sites and make all reasonable efforts to identify opportunities for both MnDOT and LGRWRP wetland bank credit purchases and wetland bank development projects to accommodate the anticipated wetland replacement needs of both the LGRWRP and MnDOT.
- 3.1.3 For wetland credit purchases, BWSR will provide MnDOT a written cost estimate for each proposed wetland credit purchase. BWSR will proceed with the credit purchase after receiving written approval of the estimate from MnDOT and will invoice MnDOT for the amount specified in the approved cost estimate.
- 3.1.4 For development of wetland banks, BWSR will provide a cost estimate for the project by task (including, as appropriate, design and review, easement payments, construction activities, monitoring, fees and contributions, post construction management activities, etc.). BWSR will proceed with project development tasks after receiving written approval of the estimate from MnDOT and will invoice MnDOT periodically through the process as funds are needed to complete project tasks.
- 3.1.5 As LGRWRP funding allows, BWSR will make all reasonable efforts to pay back the LGRWRP debt to MnDOT through transfers of credits in LGRWRP bank accounts and any other means agreeable to both agencies. BWSR will respond to MnDOT requests for debt repayment in writing and may deny a request to transfer particular LGRWRP credits to MnDOT accounts with cause if the credits are necessary to meet LGRWRP needs. Transfer of credits from LGRWRP to MnDOT accounts will reduce the outstanding debt. The value of transferred credits will be based on the full cost to establish those particular credits.
- 3.1.6 BWSR will provide an annual summary of the status of BWSR's debt to MnDOT.

3.2 MnDOT Duties.

- 3.2.1 MnDOT will provide funds in an amount not to exceed \$12,500,000 for purchases of approved wetland bank credits, development of wetland banks, and use of the ILFP.
- 3.2.2 MnDOT will provide a forecast of wetland credit needs for fiscal years FY '21 through FY '24 no later than May 31 of the preceding fiscal year so that BWSR can incorporate credit acquisition and credit development tasks into its annual spending plan.
- 3.2.3 Any MnDOT request for credits will be in writing in a form agreeable to both agencies.

4. Consideration and Payment

- 4.1 The total obligation of MnDOT for all compensation and reimbursements to BWSR for the services provided under this Contract will be an amount not to exceed \$12,500,000.
- 4.2 BWSR will not initiate credit acquisition or wetland bank development for MnDOT use until MnDOT has provided written approval of each transaction, and the commitment to provide funding in the amount necessary to acquire or develop the credits has been provided to BWSR.

5. Conditions of Payment

- 5.1 All services provided by BWSR under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 5.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving BWSR invoices for services performed or scheduled to be performed, in cases where funds will be provided in advance. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify BWSR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay BWSR within 30 days of receipt of such invoice.
- 5.3 BWSR must create and enter an invoice in SWIFT for each transaction after the transaction's approval by MnDOT, in accordance with Section 4.2. Invoices must be sent to MnDOT's Project Manager.
- 5.4 MnDOT will make payment using the bilateral netting process in SWIFT.

6. Contract Personnel

- 6.1 MnDOT's Authorized Representative will be:

Name: Marni Karnowski or his/her successor.
Title: Chief Environmental Officer
Street Address: 395 John Ireland Blvd., MS #620
City, State, Zip: Saint Paul, MN 55155
Telephone: 651-366-3602
Email: marni.karnowski@state.mn.us

- 6.2 MnDOT's Project Manager will be the contact for technical issues. MnDOT's Project Manager will be:

Name: Beth Brown or successor.
Title: Environmental Program Specialist
Street Address: 395 John Ireland Blvd., MS #620
City, State, Zip: Saint Paul, MN, 55155
Telephone: 651-366-4297
Email: elizabeth.a.brown@state.mn.us

- 6.3 BWSR's Authorized Representative will be:

Name: Tim Smith or successor.
Title: Wetland Mitigation Coordinator
Street Address: 520 Lafayette Road North
City, State, Zip: Saint Paul, MN 55155
Telephone: 651 600-7554
Email: tim.j.smith@state.mn.us

7. Amendments

- 7.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

8. Liability

- 8.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

9. Termination

- 9.1 Either party may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

- 9.2 Termination for Insufficient Funding. MnDOT may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to BWSR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, BWSR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide BWSR notice of the lack of funding within a reasonable time of MnDOT's receipt of that notice.
- 9.3 Suspension. MnDOT may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by BWSR during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

BWSR

BWSR certifies that the appropriate person(s) have executed the contract on behalf of the Other Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]
 Title: Chief Financial Officer
 Date: 10-04-19

By: [Signature]
 Title: Assistant Director
 Date: 10-4-19

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Marcia
 Digitally signed by
 Marcia Guerra
 Date: Guerra
 Date: 2019.10.18 10:34:23
 -05'00'

SWIFT Contract # 167743

SWIFT Purchase Order # 3000504074

COMMISSIONER OF TRANSPORTATION

Nancy
 Daubenberger

Digitally signed by Nancy
 Daubenberger
 Date: 2019.10.18 15:31:12 -05'00'

By: _____
 Title: Assistant Commissioner
 Date: _____

MNDOT CONTRACT MANAGEMENT

By: [Signature]
 Date: 10/28/2019

Exhibit A

LGRWRP MNDOT Debt Repayment

Debt repayment based on outstanding amount of \$1,701,476 on 1 November 2016

Date	LRWRP Bank	Credit Amt	Credit Type	Credit value	Total	Cumulative Total	BWSR Debt	Bsulto App Number	Notes
9-Nov-16	Schramel	2.0000	fresh wet meadow	\$12,383.00	\$24,766.00	\$24,766.00	\$1,676,710.00	9897T	Credits transfered to MNDOT account 1620
9-Nov-16	Schramel	3.0000	shrub-carr	\$12,383.00	\$37,149.00	\$61,915.00	\$1,639,561.00	9897T	Credits transfered to MNDOT account 1620
22-Feb-17	Reed	6.78	fresh wet meadow	\$17,265	\$117,056.70	\$178,971.70	\$1,522,504.30	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.4495	shrub-carr	\$17,265	\$25,025.62	\$203,997.32	\$1,497,478.68	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.2605	hardwood swamp	\$17,265	\$21,762.53	\$225,759.85	\$1,475,716.15	xxxxx	Eagles Nest project - direct debit, no transfer
20-Nov-17	Reed	1.25	shrub-carr	\$17,265	\$21,581.25	\$247,341.10	\$1,454,134.90	10452T	Credits transfered to MNDOT account 1639
20-Nov-17	Reed	1.25	fresh wet meadow	\$17,265	\$21,581.25	\$268,922.35	\$1,432,553.65	10452T	Credits transfered to MNDOT account 1639



MAD Project Number: 2021-040

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Barbara Tuckner

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$35,140.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures
*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner Requesting Agency: Elizabeth Harens

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 251 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$35,140.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective September 21, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Elizabeth Harens. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date: Digitally signed by Renda E Rappa Date: 2020.09.15 15:04:55 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

Proposal

Minnesota Department of Transportation
Renewing Mission and Values
September 15, 2020

Proposal prepared by:

Barbara Tuckner
651-259-3811
barbara.tuckner@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800

Background

MnDOT's Organizational Planning and Measurement (OPM) group is seeking an independent review of its existing mission and core values as part of a larger effort to develop a strategic plan for the agency. It is the goal of OPM to build a strategic plan that inspires employees and stakeholders and is relevant in the current environment and climate across the state.

MnDOT has asked MAD to conduct a series of focus groups that will provide feedback on the existing mission and core value elements. Focus groups would be conducted virtually, with notes captured to inform a report with recommendations for shifts in language and potential priorities that align with the emerging mission. MAD would also partner with MnDOT's Communications and Public Engagement office as they gather input from all MnDOT employees through a survey: MAD would advise on questions and topics and use survey results to inform a final report.

Products

1. Deliver a draft mission statement and a set of core values for the agency.
2. Identify potential high-level priorities based on feedback from focus groups and interviews.

Activities, Timeline, and Project Costs

The overall timeline for the project would be September 30, 2020 (or when the interagency agreement is signed) through December 31, 2020. If the interagency agreement is not signed by September 21, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Review OPM's work to date and discuss general approach and timing of activities. Draft a core set of questions to be used in focus group and help inform the all-employee survey questions in partnership with the Communications and Public Engagement office	8
Gather data through 1.5-hour facilitated focus groups: <ul style="list-style-type: none">• Executive Leadership Team: Two focus groups with five participants/group• Senior Leadership Team: Three focus groups with eight participants/group• Managers: Up to 10 focus groups with eight participants/group• Employee Resource Groups (ERG): Two focus groups with eight participants and representatives from all nine ERGs• Divisional Diversity and Inclusion Committees: two focus groups with up to 6 participants each	135
Prepare a brief draft report that includes: <ul style="list-style-type: none">• MnDOT's agency-wide survey findings, and trend data;	65

Activities	Hours
<ul style="list-style-type: none"> MAD's focus groups findings; a draft updated mission statement; and, identified core values, and emerging priorities. 	
Review results at a meeting with key stakeholders and determine a path and process for an agency-wide review and identification of priorities.	5
Subtotal	213
Project management, including client communication (18%)	38
Total hours	251
Total costs: (251 hours times \$140)	\$35,140

Documentation

MAD would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Elizabeth Harens. The MAD project lead would be Barbara Tuckner; other MAD consultants may also provide services to the client.

Client Responsibilities

- Identify and support MAD with scheduling focus group and interview participants.
- Support MAD in the development of the focus group questions and partner with the consultants to drive the inquiry and craft draft mission and core values statements.
- Arrange for partnership with MnDOT's Communications and Public Engagement Office.
- MnDOT's Communications and Public Engagement Office would be responsible for all aspects of the employee survey.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data MAD collects on individuals (such as focus group or interview information) is private data. Client staff would not be present at interviews or focus groups and would not have access to any data that identifies individuals.

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget–approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the

costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-040

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-040** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective September 21, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2020~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-040

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-040** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **1, 3 & 5** of the agreement shall be amended to read:

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, and additional services identified in Exhibit A, ~~which is both~~ are incorporated and made part of this agreement.

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~251~~ 413 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$35,140.00~~ \$57,820.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

5. Effective Dates:

This agreement is effective September 21, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2021~~ September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Renda E Rappa Date: Digitally signed by Renda E Rappa Date: 2021.02.01 15:16:06 -06'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

MnDOT Strategic Planning Timeline and Amendment

Name	Definition	Stakeholder Involvement	Process	Timing	Deliverable	Est. Hrs.
Mission	Why we exist—often tied to state statute	ELT, SLT, Managers, staff, stakeholders	<ul style="list-style-type: none"> • Manager's meeting feedback • Focus Groups • Survey 	<ul style="list-style-type: none"> • 1/11/21 focus group summary • MAD Mission statement samples 	<ul style="list-style-type: none"> • Data summary • Draft sample mission statements 	Current contract
Values	How we show up in our work	ELT, SLT, Managers Meeting, staff	<ul style="list-style-type: none"> • Manager's meeting feedback • Focus Groups • Survey 	<ul style="list-style-type: none"> • 1/11/21 focus group summary • MAD Mission statement samples 	<ul style="list-style-type: none"> • Data summary • Draft value statement and simple rules 	Current contract
Priorities/ Goals	Or goals?	Asked in focus groups	<ul style="list-style-type: none"> • Manager's meeting feedback • Focus Groups • Survey 	<ul style="list-style-type: none"> • 1/11/21: Highlighted in focus group summary • 2/16/21 ELT/SLT Finalize Mission, Values, Priorities 	<ul style="list-style-type: none"> • Crisp statement of (3-5) priorities with descriptive language for each. 	Current contract
Vision	What are aiming for as an agency	Use existing vision or, develop specific Commissioner's	TBD—will vet with Commissioner	TBD	TBD	TBD
BLOCKS	What's in the way of priorities?	Priority Leads, MnDOT subject matter experts, Communications Office	<ul style="list-style-type: none"> • Two focus groups max of 5 people each—one hour each • Develop guiding templates as needed 	<ul style="list-style-type: none"> • After 2/16/21 	<ul style="list-style-type: none"> • Identify several BLOCKS per each priority (emphasis no "lack of" language) • Narrow list down to 3 indelible/perennial BLOCKS per priority 	Current contract

MnDOT Strategic Planning Timeline and Amendment

Strategies	Addressing BLOCKS to accomplish priorities or goals	Priority Leads, MnDOT subject matter experts, Communications Office	<ul style="list-style-type: none"> • 5-7 Representatives named by priority leads • Facilitate by each Priority @2+ hrs. each • Develop guiding templates as needed • Vet with ELT • Fine tune with reps as needed • Finalize and publish 	<ul style="list-style-type: none"> • Beginning 4/4/21 through 4/23/21—develop strategies (3 hours+) • By April 30, ELT vets (2+ hours) • 6/11/21 finalize 	<ul style="list-style-type: none"> • Identify 2-3 strategies per priority that will overcome the BLOCKS <u>and guide all levels within MnDOT (scalable) as they identify action plan for their respective areas.</u> 	50
Measurement	Tracking progress of Priorities and Strategies	By priority and strategies	<ul style="list-style-type: none"> • MAD facilitates measure development for the priority areas using RBA (6 hrs. ea. over two days) • Build internal RBA capacity with above five 	Completed June 30, 2021	<ul style="list-style-type: none"> • Worksheets with measures, and data plans where data is absent. • Planning document with names of data keepers, leads for each measurement area, etc. • Recommend measure display/scorecard formats? • Recommend reporting format/cadence? 	2 MAD consult. 72
Documentation for Publication & Distribution		Communications: Primary	<ul style="list-style-type: none"> • Compile all materials for communications and provide sample planning documents for design options • Review options for final public comments and provide written materials as needed. 	Completed July 5 th —all parts of the plan	<ul style="list-style-type: none"> • Documentation of all aspects of the strategic plan to be published. • Recommendations for internal distribution and integration of the plan • Provide supplemental writing and language as needed. 	15

MnDOT Strategic Planning Timeline and Amendment

Amendment through 9/30/21	
Subtotal	137
Project management, including client communication (18%)	25
Total hours	162
Total costs: (162 hours times \$140)	\$22,680

**AMENDMENT #3 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES
AGREEMENT NUMBER 2021-040**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2021-040** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **3** of the agreement shall be amended to read:

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~4135~~13 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$57,820.00~~ \$71,820.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date: Digitally signed by Renda E Rappa Date: 2021.06.04 14:26:44 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



MnDOT Contract #: [1044968]

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Project Description: Procurement of Hardware and Software for ARMER System Upgrade

This Agreement is between the Minnesota Department of Transportation ("Mn/DOT") and the Department of Public Safety, acting on behalf of the Emergency Communication Networks division ("DPS").

WHEREAS, a Statewide Public Safety Radio and Communication plan (hereinafter referred to as the "Plan") has been developed and adopted in accordance with Minnesota Statutes § 403.36, subdivision 2, providing for the construction, ownership and operation of a statewide emergency communication system (hereinafter referred to as the "System" or "ARMER"); and

WHEREAS, pursuant to Minnesota Statutes § 403.36 the Statewide Emergency Communications Board, comprised of representatives from Mn/DOT, DPS, and local political subdivisions, (hereinafter referred to as the "Board") has overall responsibility for the Plan and for assuring that generally accepted project management techniques are utilized for each phase of the Plan implementation; and

WHEREAS, pursuant to Minnesota Statutes § 403.37 the Board is responsible for oversight of Plan implementation and for establishing and enforcing performance and operational standards for the System; and

WHEREAS, DPS is directed by Minnesota Statutes § 403.36, subdivision 1(e), to implement the Plan and to contract with Mn/DOT to construct, own, operate, maintain and enhance the elements of the backbone system defined in the Plan; and

WHEREAS, Mn/DOT is directed by Minnesota Statutes § 403.36, subdivision 1(e), to contract for, or procure by purchase or lease (including joint purchases and lease agreements), construction, installation of materials, supplies and equipment, and other services as may be needed to build, operate and maintain the system backbone of the statewide public safety radio and communication system; and

WHEREAS, the Board, Mn/DOT and DPS conducted a strategic planning session and determined the System is a substantial investment for the future and should be upgraded and maintained regularly;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, the parties mutually agree hereby as follows:

Agreement

1. Term of Agreement

1.1 Effective Date: This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes § 16C.05, subdivision 2.

1.2 Expiration Date: This Agreement will expire five (5) years from the effective date.

2. Scope of Work

The Statewide Emergency Communications Board at the June 2020 board meeting approved entering into a new contract (hereinafter referred to as "SUA2") with Motorola, the current provider, to provide a five-year software upgrade package that includes two major system upgrades to the existing System during the term of the contract.

SUA2 is conditional upon:

- Mn/DOT entering into a new five-year contract with Motorola for the State and political subdivisions' portions of the hardware and software upgrades;
- Mn/DOT executing the new contract by November 1, 2020; and
- Mn/DOT charging political subdivisions for the hardware and software annually, i.e. once a year, during the term of the new contract.

SUA2 pricing is comprised of:

• Technical Support	\$ 838,388.00
• Dedicated Field Service Offering ("FSO")	\$ 1,224,458.00
• Security Update Service	\$ 324,239.00
• SUA2 (Hardware and Software lifecycle replacement)	<u>\$ 29,312,915.00</u>
TOTAL	<u>\$ 31,700,000.00</u>

3. Consideration and Payment

3.1 In consideration of Mn/DOT executing a five (5) year contract with Motorola consistent with the proposal provisions outlined in SUA2, DPS will reimburse Mn/DOT an amount not to exceed **Two Million Two Hundred Ninety Eight Thousand One Hundred Seventeen and 23/100 Dollars (\$2,298,117.23)** representing the following:

- 7.25% (rounded) of the Motorola 2021-2025 SUA2 Contract \$2,298,117.23

Total Reimbursement \$2,298,117.23

3.2 Mn/DOT will create and enter four (4) invoices in SWIFT, consistent with the following schedule, no later than the tenth calendar day of the following months:

	January
• Calendar year 2022	\$519,287.59
• Calendar year 2023	\$557,142.71
• Calendar year 2024	\$592,625.21
• Calendar year 2025	\$629,061.72

3.3 The total obligation of DPS for all consideration and reimbursements to Mn/DOT under this Agreement will not exceed **Two Million Two Hundred Ninety Eight Thousand One Hundred Seventeen and 23/100 Dollars (\$2,298,117.23)**.

4. Conditions of Payment

4.1 All services provided by Mn/DOT under this Agreement must be performed to DPS's satisfaction as determined at the sole and reasonable discretion of the DPS Authorized Representative.

4.2 DPS will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes § 16A.124, subd. 3. DPS will make undisputed payments no later than 30 days after receiving Mn/DOT invoices for services performed. If an invoice is incorrect, defective or otherwise improper, DPS will notify Mn/DOT within 10 days of discovering the error. After DPS receives the corrected invoice, DPS will pay Mn/DOT within 30 days of receipt of such invoice.

4.3 Mn/DOT must create and enter an invoice in SWIFT.

4.4 DPS will make payment using the bilateral netting process in SWIFT.

5. Authorized Representatives**5.1** Mn/DOT's Authorized Representative will be:

Name/Title: Tim Lee/Director (or his successor)
MnDOT - Office of Statewide Radio
Street Address: 1500 W. County Rd. B2; MS730
Roseville, MN 55113
Telephone: 651-234-7963
Email: Tim.lee@state.mn.us

5.2 DPS's Authorized Representative will be:

Name/Title: Dana Wahlberg/Director (or her successor)
Department of Public Safety, Emergency Communications Networks
Street Address: 445 Minnesota St., Suite 1725
St. Paul, MN 55101-5137
Telephone: 651-201-7546
Email: dana.wahlberg@state.mn.us

6. Amendments

Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7. Liability

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party.

**DEPARTMENT OF PUBLIC SAFETY
ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

DocuSigned by:
Signed: Rita Strafella
Date: 9/28/2020

SWIFT Purchase Order Number: 3-69904

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF PUBLIC SAFETY;
EMERGENCY COMMUNICATION NETWORKS**

DocuSigned by:
By: Dana Wahlberg
Title: Director, Emergency Communication Networks
Date: 9/28/2020

Mn/DOT CONTRACT MANAGEMENT

By: _____

Date: _____



MAD Project Number: 2021-044

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Barbara Tuckner

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$79,240.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures
*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner Requesting Agency: Dan Krom

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 566 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$79,240.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective September 30, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Dan Krom. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date: Digitally signed by Renda E Rappa Date: 2020.09.28 11:54:36 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

Proposal

Minnesota Department of Transportation Freight and Commercial
Vehicle Operations—Knowledge Management
September 21, 2020

Proposal prepared by:

Barbara Tuckner
651-259-3811
barbara.tuckner@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development (MAD) is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

Minnesota Department of Transportation's (MnDOT's) Office of Freight and Commercial Vehicle Operations (OFCVO) would like support in completing its knowledge management work. Work on succession planning was started with the help of Minnesota Management and Budget's (MMB) workforce planning unit in partnership with the OFCVO NorthStar Fellow. This past work included interviews with staff leadership, including supervisors and managers. This project would summarize the work that has been done to date and review areas in which OFCVO is currently at greatest risk for interrupted service when staff leave OFCVO. MAD would also assess potential emerging knowledge management and succession planning work that would be necessary if the pandemic shifts OFCVO's priorities and service delivery models.

Products

This will be decided in collaboration with the client and build upon the work that has been done to date.

Activities, Timeline, and Project Costs

The overall timeline for the project would be September 30, 2020 (or when the interagency agreement is signed) through December 31, 2022. If the interagency agreement is not signed by September 30, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The activities and hours below are estimates based on anticipated project needs at the time this proposal was prepared. MAD would work in partnership with the client to tailor activities to fit organizational priorities as they emerge, within the overall project budget below. MAD understands from OFCVO that the project budget will be split evenly between fiscal years 2021 and 2022—MAD will work with the client to sequence work accordingly.

Activities	Hours
Review work to date for content and to guide future data collection and approaches. Prepare an outline of products to develop for client review.	20
Work with leadership to review risk areas and anticipated industry or agency changes for OFCVO, identify rail staff to interview, review interview data already accumulated within CVO, and determine other data required to meet the division's succession planning needs.	25
Meet with OFCVO staff groups as needed to update staff on the project's status.	20
Build templates to collect information that meets the succession needs of the Office. This information would include areas of staff responsibility, state and federal requirements, critical resources to tap for support, and best practices associated with the work.	30

Activities	Hours
Meet one-on-one with identified staff to refine data collected to date and inform product development. Review emerging data routinely with the client to adjust product features as needed.	70
Create, edit, and deliver knowledge management documents for distribution and coordinate this work as needed with onboarding and offboarding procedures currently in place.	230
Coordinate activities with assigned partner and transfer skills as needed to build capacity within the Office.	45
Meet with Office leadership regularly to update project progress and course corrections.	40
Subtotal	480
Project management, including client communication (18%)	86
Total hours	566
Total costs: (566 hours times \$140)	\$79,240

Documentation

Management Analysis and Development would provide the draft copy and the final documents in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Bill Gardner. The MAD project lead would be Barbara Tuckner; other MAD consultants may also provide services to the client.

Client Responsibilities

- Identify internal partners to support the work, participate in data collection, and merge knowledge management work with OFCVO's onboarding and offboarding processes and procedures if applicable.
- Provide access to internal communication resources and tools to refine and brand developed products for distribution.
- Meet regularly with MAD to maintain momentum and review products as they are developing.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups and would not have access to any data that identifies individuals.

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Administration, State Historic Preservation Office ("SHPO"). The agreement will mutually aid both agencies in effectively meeting their respective review and consultation requirements under Section 106 of the National Historic Preservation Act of 1966, as amended, ("Section 106") and applicable state preservation laws.

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date:** This agreement will expire on June 30, 2023, unless terminated earlier pursuant to Article 8.
- 1.3 Exhibits:** Exhibits A (Travel Regulations), B (Progress Report Form), and C (Invoice) are attached and incorporated into this agreement.

2 Scope of Work

- 2.1** MnDOT will provide funding for contracted services as described in section 3 of this agreement. MnDOT will provide costs for the equivalent of up to 1.5 full-time employees and travel expenses for SHPO to do the work described in this agreement.
- 2.2** SHPO may use part of the allocated funds to contract with a professional archaeologist, architectural historian, or historian to aid their permanent staff in reviewing and responding to MnDOT CRU's Section 106 determinations and findings.
- 2.1** SHPO will be solely responsible for all human resources and labor relation matters between the SHPO employee(s) and the State of Minnesota, including, but not limited to, hiring, compensation, employee benefits, taxes, labor disputes, workers compensation claims, training and professional development.
- 2.2** The SHPO employee(s) will primarily assist with carrying out SHPO's Section 106 responsibilities (as described at 54 U.S.C. § 306018; 36 C.F.R. Part 800); and other applicable laws on federally funded MnDOT undertakings, and on federally funded local undertakings when referred to SHPO by MnDOT for review. The SHPO employee(s) will also be responsible for consulting with MnDOT on MnDOT undertakings (whether state or federally funded) as required by the Minnesota Historic Sites Act and Field Archaeology Acts, described at Minnesota Statute Ch. 138. SHPO remains solely responsible for its statutory obligations under Section 106 of the National Historic Preservation Act and all other applicable laws. Finally, the SHPO employee(s) will be the SHPO Team Lead assisting with the development of the new Section 106 Programmatic Agreement (PA) between FHWA, MnDOT, and SHPO, and will aid the MnDOT CRU PA Team Lead on organizing meetings and workgroups, reviewing meeting notes, drafting of the PA document, public outreach, and identification and engagement with other consulting parties.
- 2.3** SHPO will utilize the SHPO employee(s) to reduce its allocated Section 106 review and response time (as described in this paragraph) and to provide dedicated service to MnDOT which will allow MnDOT to more efficiently advance its environmental review of undertakings.
 - 2.3.1** From the start date of the liaison hiring, for the first four (4) months, SHPO's response time to submittals

from MnDOT during this time will remain the same, thirty calendar days, as codified in state and federal laws and regulations. For MnDOT submittals to SHPO beginning four months after the effective date of this agreement and through eight months after the effective date, SHPO will reduce its response time from thirty calendar days to twenty-five calendar days; and for MnDOT submittals to SHPO beginning eight months after the effective date of this agreement through the remainder of the agreement's term, SHPO will reduce its response time from twenty-five calendar days to twenty-one calendar days for the following review categories: comments on MnDOT Cultural Resources Unit's (CRU) determination(s) of eligibility for listing in the National Register of Historic Places (NRHP) (described at 36 C.F.R. § 800.4(c)(2)); comments on MnDOT CRU's findings of "no adverse effect" and "adverse effect" (described at 36 C.F.R. § 800.5); and consultation with MnDOT under the Minnesota Historic Sites Act (Minn. Stat. § 138.665, Subd. 2) and Field Archaeology Act (Minn. Stat. § 138.40).

- 2.3.2 Extension of these response times will be requested by SHPO and considered by MnDOT on a case-by-case basis and will be granted at the sole discretion of MnDOT CRU. SHPO will be responsible for notifying MnDOT CRU in writing via email when additional time is being requested, and, if granted by MnDOT, then MnDOT CRU and SHPO will determine a mutually agreeable alternative response time.
 - 2.3.3 Shortening these response times will be requested by MnDOT, and considered by SHPO, on a case-by-case basis for MnDOT undertakings with compressed timeframes.
 - 2.3.4 If more than 50 percent of a dedicated staff liaison's time is spent on development of the new Section 106 PA or other mutually agreed upon streamlining initiatives, SHPO reserves the right to request that the reduced response times be temporarily suspended until such a time that less than 50 percent of the employee's time is spent on such efforts.
- 2.4 Throughout the term of this agreement, MnDOT's State Authorized Representative, or designee, and a designated SHPO employee will communicate as needed (at least monthly) to update each other regarding current and upcoming state and federal reviews, as well as establish or set project review priorities. MnDOT CRU shall submit projects in order of priority when able, but recognizing that project schedules and priorities can change, project priorities may be changed at MnDOT's discretion at any time. On the first business day of each month, the designated SHPO employee will e-mail State's Authorized Representative a written list of the project priorities that SHPO is working on for MnDOT.

3 Consideration and Payment

- 3.1 SHPO must submit a monthly progress report, using the format set forth in Exhibit B, showing the progress of work in work hours according to the tasks defined through the process described in Article 2 of this agreement.
- 3.2 MnDOT will pay for all services performed by SHPO on an actual cost reimbursement basis for the following items:
 - 3.2.1 Actual salary costs for up to 1.5 full-time employee(s) incurred by the SHPO, at the normal rate of pay plus reasonable and customary fringe, labor additive, and overhead expenses related specifically up to 1.5 full-time employee(s); and
 - 3.2.2 Travel and subsistence expenses for up to 1.5 full-time employee(s), in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". SHPO will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from MnDOT for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit A for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.; and
 - 3.2.3 Actual and reasonable costs of consultants and contractors engaged to perform the work, as approved by MnDOT.

- 3.3 MnDOT will not pay overtime rates for any overtime worked by SHPO unless State's Authorized Representative has specifically authorized overtime in writing.
- 3.4 The total obligation of MnDOT for all compensation and reimbursements to SHPO under this agreement will not exceed \$125,000 per fiscal year and will not exceed \$375,000 for the total term of this agreement.
- 3.5 SHPO must submit invoices electronically for payment using the format set forth in Exhibit C. SHPO must submit invoices to MnDOT on December 1st, January 1st, April 1st, and July 1st (or the first business day following each of these dates) while this agreement is in effect.
- 3.6 SHPO must submit the signed invoice, and all required supporting documentation, for review and payment to MnDOT's Consultant Services Section at t7901accountspayable.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statute § 16A.124 until the signed documents are received by MnDOT's Business Services Section.

4 Conditions of Payment

- 4.1 All services provided by SHPO under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving SHPO invoice for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify SHPO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay SHPO within 30 days of receipt of such invoice.

5 Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: Kristen Zschomler, Cultural Resources Unit Manager, or their successor
Address: 395 John Ireland Boulevard, St. Paul, MN 55155
Telephone: (651) 366-3633
E-Mail: kristen.zschomler@state.mn.us

- 5.2 SHPO's Authorized Representative will be:

Name/Title: Amy Spong, Deputy SHPO, or their successor
Address: 50 Sherburne Avenue, Suite 203, Saint Paul, MN 55155
Telephone: (651) 201-3288
E-Mail: amy.spong@state.mn.us

6 Amendments

- 6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination and Suspension

- 8.1 Termination.** Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party. In the event this agreement is terminated, SHPO will be paid, as described in Articles 3 and 4 of this agreement, for services performed through the date of termination.
- 8.2 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 notice to SHPO. Written notice may be transmitted by electronic means. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, SHPO will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide SHPO notice of the lack of funding within a reasonable time of State's receiving that notice.
- 8.3 Suspension.** Either party may immediately suspend this agreement in the event of a total or partial government shutdown *due to failure to have an approved budget by the legal deadline*. Work performed by SHPO during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

9 Plain Language; Accessibility Standards

- 9.1 Plain Language.** Except for designs, plans, layouts, maps and similar documents, SHPO must provide all deliverables in "Plain Language." Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, SHPO will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 9.2 Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, SHPO agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. SHPO's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, SHPO will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

SWIFT Contract ID No. 185098

SWIFT Purchase Order ID No. 3000561673

Minnesota Department of Administration,
State Historic Preservation Office

Signed: 

Title: Director & Deputy SHPO

Date: 10/27/2020

MnDOT COMMISSIONER
(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

**MINNESOTA DEPARTMENT OF TRANSPORTATION
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

For Invoice No.: _____

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

Task	Hours Budgeted	Hours Accrued This Period	Total Hours Accrued To Date
TOTALS:			

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to t7901accountspayble.dot@state.mn.us.

MnDOT Contract Number: 1045096

Contract Expiration Date: June 30, 2023

SP Number: NA

TH Number: NA

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$			
3. Subcontractor Costs: [FIRM NAME]	\$			
Net Earning Totals:	\$			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
[XXXX]			
[XXXX]			
[XXXX]			
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: _____

Signature: _____

Print Name: _____

Title: _____



MAD Project Number: 2021-053

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Barbara Tuckner

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$67,620.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures
*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner Requesting Agency: Karin Van Dyck

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 483 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$67,620.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective October 20, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until October 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Margaret Anderson Kelliher. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date: Digitally signed by Renda E Rappa Date: 2020.10.14 15:07:45 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

Proposal

Minnesota Department of Transportation
Senior Leadership Review
October 14, 2020

Proposal prepared by:

Barbara Tuckner

651-259-3811

barbara.tuckner@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Minnesota Department of Transportation's (MnDOT's) commissioner would like to assess the effectiveness of MnDOT's leadership and associated teams. The commissioner seeks to build a more collaborative and efficient organization that is flexible and has capacity to effectively address changing stakeholder needs. MnDOT's remains committed to working through inevitable challenges inherent in a large decentralized agency and recognizes the need for continued collaboration and coordination. Currently, leadership performance varies greatly across MnDOT, and the commissioner would like to understand what options her office might consider to build a higher functioning organization that is led effectively.

MnDOT asked Management Analysis and Development (MAD) to conduct an assessment and provide recommendations that will support leadership effectiveness in these unpredictable times.

Products

MAD would provide the following in support of MnDOT's leaders' effectiveness:

- A written report that identifies arenas of leadership effectiveness, processes and structures that support good decision making, and a set of recommendations to improve MnDOT's effectiveness in delivery of its mission
- Consultation with MnDOT leadership to develop a change plan for the agency to include identification of internal and external resources needed to drive desired changes
- Optional products may include organization development activities and leadership coaching in support of MnDOT's change management agenda

Activities, Timeline, and Project Costs

The overall timeline for the project would be October 20, 2020 (or when the interagency agreement is signed) through October 31, 2021. MAD anticipates that the initial assessment and recommendations would occur in fall and winter 2020, with any identified follow-up activities occurring in 2021. If the interagency agreement is not signed by September 28, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Meet with MnDOT client and support to discuss logistics regarding scheduling focus groups and interviews, and finalize MAD's draft interview questions	8
Conduct and capture notes from one and one-half, to two-hour individual interviews with up to 20 members from the executive leadership and senior leadership teams	132
Conduct and capture notes from two, two-hour focus groups of up to four people each. Leaders would be from the divisional areas	12

Activities	Hours
Prepare a summary of interviews and focus group and provide recommendations to include leadership efficiencies, role clarity, effective and necessary communication loops, decision making speed and ease, and potential organization redesign elements	56
Prepare and deliver summary to all interview and focus group participants and discuss recommendations	5
Work with executive leaders as needed to prioritize recommendations, identify supports needed, and prepare a plan to drive desired changes	10
Optional organization development activities, to be determined in consultation with the client based on agency priorities (MAD would tailor activities to meet estimated hours): <ul style="list-style-type: none"> Assist with adjusting the organization's structure to align with desired outcomes Develop a set of decision and process tools with internal leaders to clarify protocols and authority under different decision-making scenarios Provide coaching references or support as needed. 	186
Subtotal	409
Project management, including client communication (18%)	74
Total hours	483
Total costs: (405 hours times \$140)	\$67,620

Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Margaret Anderson Kelliher. The MAD project lead would be Barbara Tuckner; other MAD consultants may also provide services to the client.

Client Responsibilities

- Identify key internal partners to support scheduling of virtual interviews, focus group, and other meetings.
- Work in partnership with MAD in all aspects of this project.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups and would not have access to any data that identifies individuals.

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



MAD Project Number: 2021-058

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Beth Bibus

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$5,180.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures
*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a team to conduct the “RBA in Half a Day” course for up to 45 participants in an online session. Date to be determined in collaboration with the client and consultant team but will likely be in December 2020 or January 2021. The cost of the session will be \$5,180.00.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Beth Bibus

Requesting Agency: James Pontius

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

The total amount the Division will invoice under this agreement shall not exceed \$5,180.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment will be requested upon successful completion of the online session.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency’s satisfaction, as determined at the sole discretion of the Requesting Agency’s Authorized Representative.

5. Effective Dates:

This agreement is effective November 1, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until February 26, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Cindy Gross. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date: Digitally signed by Renda E Rappa Date: 2020.10.26 08:09:40 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Federal Project Number: N/A

State Project Number (SP): N/A

Trunk Highway Number (TH): N/A

Project Identification: Providing assistance to the Small Business Resource Center

This contract is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Administration (“Admin”).

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2021, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through D are attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Type 6221.
- 2.2. See Exhibit A for the complete scope of work and deliverables.

3. Consideration and Payment

- 3.1. Admin will be paid on a Unit Rate basis, according to the breakdown of costs listed in Exhibit B.
- 3.2. Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by the State’s Authorized Representative prior to incurring costs.
- 3.3. Admin must submit invoices electronically for payment, using the format set forth in Exhibit C.
- 3.4. Admin must submit a monthly progress report, using the format set forth in Exhibit D showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.
- 3.5. The total obligation of MnDOT for all compensation and reimbursements to Admin under this contract will not exceed \$50,200.50.

4. Conditions of Payment

- 4.1. All services provided by Admin under this contract must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving Admin invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify Admin within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay Admin within 30 days of receipt of such invoice.
- 4.3. Admin must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered “received” within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT’s Consultant Services Section.

5. Authorized Representatives

5.1. MnDOT's Authorized Representative will be:

Name/Title: Nicole Peszynski/Contract Administrator
Address: Minnesota Department of Transportation
Consultant Services Unit, Mail Stop 680
395 John Ireland Boulevard, Saint Paul, Minnesota 55155
E-Mail: Nicole.Peszynski@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Mayjoua Ly/Civil Rights Outreach Coordinator
Address: Minnesota Department of Transportation
Office of Civil Rights, Mail Stop 170
395 John Ireland Boulevard, Saint Paul, Minnesota 55155
Telephone: (651) 366-3323
E-Mail: Mayjoua.Ly@state.mn.us

5.3. Admin Authorized Representative will be:

Name/Title: Christina Nebel-Dickerson/MN PTAC Program Director
Address: Minnesota Department of Administration
Procurement Technical Assistance Center
50 Sherburne Avenue, Suite 309, Saint Paul, Minnesota 55155
Telephone: (651) 201-2629
E-Mail: christina.nebel-dickerson@state.mn.us

6. Amendments

6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. Plain Language; Accessibility Standards

9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, Admin must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Admin will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, Admin agrees to comply with the State of Minnesota's Accessibility Standard

(https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Admin's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Admin will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10. Subcontractor Reporting

- 10.1. The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of this contract may exceed \$500,000.00, including all extension options, Admin must track and report, on a quarterly basis, the amount spent with diverse small businesses. When this applies, Admin will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

11. Telecommunications Certification

- 11.1. By signing this contract, the Admin certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Admin will include this certification as a flow down clause in any contract related to this contract.

12. Title VI/Non-discrimination Assurances.

- 12.1. Admin agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Admin will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of Admin's compliance with this provision. Admin must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the Admin's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

Admin

Signed: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Project Overview

MnDOT's Office of Civil Rights (OCR) is committed to ensuring equal opportunity for all businesses and personnel on State projects. OCR has developed a comprehensive Business Development Program (BDP) that is administered annually. The BDP is designed to create a framework that provides training and technical assistance, along with access to business and financial resources that will assist Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGB) and Veteran-owned small businesses compete more effectively on State projects/contracts.

Background

In accordance with 49 Code of Federal Regulations 26, Appendix C to Part 26, the purpose of this program element will be to further the development of DBEs and other small businesses, including but not limited to expansion into non-traditional areas of work and/or bid competitively in the marketplace outside the DBE program via training and technical assistance.

Project Goal

The goal of this project will be to provide services to small businesses in the areas of outreach, contracting opportunities, training and technical assistance to certified and non-certified small businesses interested in highway heavy construction contracting and PT consulting opportunities on MnDOT projects. This agreement will provide the following:

1. Admin will provide business supports/education and technical assistance for certified small businesses to assist them in their pursuit of MnDOT contracts. See Scope of Work section for a list of services that will be provided.
2. Admin will provide business resources such as referrals to other services that work with highway heavy construction contractors.
3. Admin will offer outreach to non-certified small businesses about the transportation DBE Program.
4. Admin will assist non-certified small businesses with the Minnesota Unified Certification Program (MnUCP) DBE application/certification process.
5. Admin will provide networking opportunities for highway heavy contractors, Professional/Technical (PT) consultants and certified small businesses.
6. Admin will provide quarterly report and monthly invoices.

Definitions

Certified small businesses: Any businesses certified under the DBE, TGB, and Veteran-owned small business program.

Non-certified small businesses: Any minority and or women-owned small businesses as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 13 CFR part 121.

Scope of Work and Deliverables

Admin's Procurement Technical Assistance Center (PTAC) will complete the following tasks:

Task 1. PTAC will provide business supports/education and technical assistance for certified small businesses to assist them in their pursuit of MnDOT contracts statewide.

- 1.1 PTAC will provide workshop for new businesses – i.e. starting a business, DBE, TGB and Vet certification process, how to find opportunities with MnDOT, how to successfully obtain a contract with MnDOT, invite speakers to share business experiences.
- 1.2 PTAC will provide workshop for certified small businesses – topics will include but not limited to the following:
 - 1.2.1 Motivational speakers addressing business fatigue and other issues encountered by business owner;
 - 1.2.2 American Association of State Highway and Transportation Officials (AASHTOWare) Project Civil Rights and Labor (CRL) assistance;
 - 1.2.3 Procurement and contracting opportunities with MnDOT;
 - 1.2.4 How to get a contract with MnDOT;
 - 1.2.5 Credit/credit repairs; and
 - 1.2.6 Assist with a business plan, business portfolio and capability statement;
- 1.3 PTAC's workshop will consist of classroom-style, applied/hands-on format (when able), and virtual/online formats. The course delivery methods and materials will be designed to meet the needs of differing learning styles of participants and cultural backgrounds.
- 1.4 PTAC will evaluate the effectiveness of workshops and instructors by having participants complete evaluation forms for each workshops/events.
- 1.5 PTAC will utilize multiple marketing tools to market workshops/events to small businesses.
- 1.6 PTAC will provide one-on-one technical assistance.
 - 1.6.1 PTAC will provide subject matter experts for small businesses to consult with. Consultation will be done in-person or virtual.

Deliverables:

1. PTAC will provide a total up to six workshops by June 30, 2021.
2. PTAC will document one-on-one technical assistance and workshop attendance and submit it to MnDOT Project Manager (PM) quarterly.
3. PTAC will document program attendees' satisfaction and provide a summary to MnDOT PM quarterly.

Task 2. PTAC will provide business resources such as referrals to other services that work with highway heavy contractors and Professional Technical consultants.

- 2.1 PTAC will maintain a variety business resources list for referral purposes including the following resources:
 - 2.1.1 Small business loan programs.
 - 2.1.2 Bonding and insurance programs.
 - 2.1.3 Other free or low cost services. This is not an all-inclusive list; grantee is encouraged to add other pertinent resources.

Deliverables:

1. PTAC will document the number of referrals, company names and contact information, and the services referrals were made to.

Task 3. PTAC will offer outreach to non-certified small businesses about the DBE Program.

3.1 PTAC will utilize multiple social media platform for outreach to non-certified small businesses including TGB, VET, The Central Certification Program (CERT), Women-owned business firms that have not been certified in the DBE Program. Social media and all marketing will be created by Admin's Communication team, review and approve by MnDOT Project Manager and Communication team. MnDOT will assist with program marketing.

3.2 PTAC will hold quarterly information session about the DBE Program and certification process.

Deliverables:

1. PTAC will hold two quarterly DBE Program and certification information sessions for up to 30 non-certified small businesses.
2. PTAC will document company names and contact information.

Task 4. PTAC will assist non-certified small businesses with the Minnesota United Certification Program (MnUCP) application/certification process.

Deliverables:

1. PTAC will assist up to 10 non-certified small businesses with MnUCP application/certification.
2. PTAC will document company names and contact information.

Task 5. PTAC will provide highway heavy construction and PT networking opportunities for contractors and certified small businesses.

Deliverables:

1. PTAC will hold one networking before June 30, 2021.
2. PTAC will document participants feedback and provide a summary to MnDOT PM quarterly.
3. PTAC will document company names and contact information.

Task 6. PTAC will provide timely program updates and invoices.

Deliverables:

1. PTAC will provide quarterly program updates. Program updates format will be provided by MnDOT.
2. PTAC will provide quarterly invoices due on the 15th of the following month (i.e. quarter ends March 31, 2021, quarterly updates due April 15, 2021). Invoice format will be provided by MnDOT.

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Direct Labor Costs

Task	Procurement Specialist	Director	Total
Task 1:			
Planning, execution and follow up of 6 total workshops	395		395
Task 2:			
Planning, execution and follow up of 4 DBE program/information sessions	150		150
Task 3:			
Assistance with 10 DBE certification applications	250		250
Task 4:			
Planning, execution and follow up of 1 networking event	75	15	90
Task 5:			
Counseling and referrals as well as project oversight and administration	205	90	295
Total Hours	1075	105	1180
Hourly Rate	\$ 40.53	\$ 63.15	
Total Direct Labor Costs:	\$ 43,569.75	\$ 6,630.75	\$ 50,200.50
 TOTAL CONTRACT AMOUNT			
		\$	50,200.50

Note: Additional classifications/rates may be billed as necessary. The hours may fluctuate between the tasks and classifications. If it appears the total contract amount will be exceeded an amendment will be necessary.

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1045788

Billing Period: From _____ to _____

Contract Expiration Date: June 30, 2021

Invoice Date: _____

SP Number: N/A TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$50,200.50			
Net Earning Totals:	\$50,200.50			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6221			
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: _____

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 1045788
Contract Expiration Date: June 30, 2021
SP Number: N/A TH Number: N/A

Billing Period: from _____ to _____
From: _____

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
Planning, execution and follow up of 6 total workshops	33%					395			
Planning, execution and follow up of 4 DBE program/information sessions	13%					150			
Assistance with 10 DBE certification applications	21%					250			
Planning, execution and follow up of 1 networking event	8%					90			
Counseling and referrals as well as project oversight and administration	25%					295			
TOTALS:	100%					1180			

***Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.**

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Contractor's Project Manager

Date

**STATE OF MINNESOTA
INTERAGENCY CONTRACT**

Project Description: Providing MIAC staff to work on MnDOT projects

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Indian Affairs Council ("Other Agency" or "MIAC") located at 113 2nd St NW #110A, Bemidji, MN 56601.

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits A and B are attached and incorporated into this Contract.

2. Scope of Work

- 2.1 MnDOT will provide funding for services as described in this Contract. MnDOT will provide funding for the equivalent of 1 full-time employee (salary, fringe, additive, and overhead expenses equivalent to that needed specifically for 1.5 full-time employee) and travel for a MIAC employee or employees and/or consultant(s) to work on MnDOT State Projects (i.e., projects located on MnDOT Trunk Highway right-of-way with an assigned State Project number) related to Minn. Stat. § 138.40, Subd. 3 and Minn. Stat. § 307.08, Subd. 10. MIAC may utilize a consultant to do all or part of this work. MIAC will be reimbursed for any employee travel under this agreement in the amount provided for by the employee's bargaining unit. MIAC will be reimbursed for any consultant travel under this agreement as described in section 3.4
- 2.2 MIAC will be solely responsible for all human resources and labor relations matters between the MIAC employee(s) and/or consultant(s) and the State of Minnesota, including, but not limited to, compensation, benefits, taxes, labor disputes, and training and development.
- 2.4 The MIAC employee(s) and/or consultant(s) will be responsible for responding to Requests for Information submittals and consultation requests for making recommendations for the preservation of American Indian archaeological or historic sites which may be endangered by construction or development activities as described in Minn. Stat. § 138.40, Subd. 3.
- 2.5 The MIAC employee(s) or consultant(s) will be responsible for making recommendations for the preservation in place or removal of human burials or remains which may be endangered by construction or development activities as described in Minn. Stat. § 307.08, Subd. 10.
- 2.6 Throughout the term of this Contract, MnDOT's Cultural Resource Unit and the MIAC staff will meet biweekly to set project priorities. Project priorities may be changed at MnDOT's discretion at any time. Following each biweekly meeting to set project priorities the MIAC staff will e-mail State's Authorized Representative a written list of the project priorities identified in the biweekly meeting. MIAC staff will copy the MnDOT representative who was present at the biweekly meeting on this e-mail.
- 2.7 Project priorities which may be set by MnDOT at these biweekly meetings include, but are not limited to, the following: reviewing new projects submitted by MnDOT pursuant to Minnesota Statutes §§ 138.40 and 307.08, and providing direction to MnDOT on a project-by-project basis.

3. Consideration and Payment

- 3.1 MIAC must submit a monthly progress report, using the format set forth in Exhibit B, showing the progress of work in work hours according to the tasks defined through the process described in Article 2 of this agreement.

- 3.2 MnDOT will pay for all services performed by MIAC on an actual cost reimbursement basis for the following items:
- 3.2.1 Actual salary costs for up to 1.5 full-time employee(s) incurred by MIAC, at the normal rate of pay plus reasonable and customary fringe, labor additive, and overhead expenses related specifically up to 1.5 full-time employee(s); and
 - 3.2.2 Travel and subsistence expenses for up to 1.5 full-time employee(s), in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". MIAC will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from MnDOT for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit A for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses; and
 - 3.2.3 Actual and reasonable costs of consultants and contractors engaged to perform the work, as approved by MnDOT.
- 3.3 Overtime. MnDOT will not pay overtime rates for any overtime worked by Other Agency unless State's Authorized Representative has specifically authorized overtime in writing.
- 3.4 Travel Expenses. Other Agency will be reimbursed for up to \$5,000 in travel and subsistence expenses during state fiscal year 2021. Other Agency will be reimbursed for up to \$25,000 in travel and subsistence expenses during state fiscal years 2022-2024. These expenses will be reimbursed in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Other Agency will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from MnDOT for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit A for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 3.5 The total obligation of MnDOT for all compensation and reimbursements to Other Agency under this Contract will not exceed \$30,000 during state fiscal year 2021 or \$125,000 during state fiscal years 2022-2024 as shown below.
- | | |
|------------------|--------------|
| FY 2021 payment | \$30,000.00 |
| FY 2022 payment | \$125,000.00 |
| FY 2023 payment | \$125,000.00 |
| FY 2024 payment | \$125,000.00 |
| Total obligation | \$405,000.00 |
- 3.6 The total obligation of MnDOT for all compensation and reimbursements to Other Agency under this Contract will not exceed \$405,000 for the entire term of this Contract.

4. Conditions of Payment

- 4.1 All services provided by Other Agency under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving Other Agency invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify Other Agency within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay Other Agency within 30 days of receipt of such invoice.
- 4.3 Other Agency must create and enter an invoice in SWIFT.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

5. Contract Personnel

5.1 MnDOT's Authorized Representative will be:

Name: Renee Barnes, or her successor.
Title: Cultural Resources Unit Supervisor
MnDOT: MnDOT, Office of Environmental Stewardship
Street Address: 395 John Ireland Boulevard
City State Zip: St. Paul, MN 55155
Telephone: (651) 366-4291
Email: renee.barnes@state.mn.us

5.2 Other Agency's Authorized Representative will be:

Name: Shannon Geshick, or her successor.
Title: Executive Director
MIAC: Minnesota Indian Affairs Council:
Billing Address: 161 St. Anthony Avenue
City State Zip: St. Paul, MN 55103
Telephone: (651) 539-2202
Email: shannon.geshick@state.mn.us

6. Amendments

- 6.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

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: *[Signature]*Title: *Chairman*Date: *3/15/2021*By: *Shannon Geshick*Title: Executive DirectorDate: 3/15/2021**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # 188671SWIFT Purchase Order # 3000572551**COMMISSIONER OF TRANSPORTATION**

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

**MINNESOTA DEPARTMENT OF TRANSPORTATION
REIMBURSEMENT RATES FOR TRAVEL EXPENSES**

Subject	Conditions/Mileage	Rate
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost

Subject	Meals	Rate
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person

Subject	Lodging	Rate
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

1. A maximum rate shown or a lesser rate per actual reimbursement to an employee.
2. Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
3. Include receipt or copy of receipt when more than \$10.00.
4. Reasonable for area of a stay.
5. The gratuity is included in maximum cost.
6. To be in Travel Status and at a commercial lodging.

INVOICE NO. _____

Estimated Completion: __% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:****Contractor must:**

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to T7901AccountsPayable.DOT@state.mn.us.

MnDOT Contract Number: [XXXXXXX]

Contract Expiration Date: [spell out, ex: April 1, 2020]

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$			
3. Subcontractor Costs: [FIRM NAME]	\$			
Net Earning Totals:	\$			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
[XXXX]			
[XXXX]			
[XXXX]			
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: _____

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



MnDOT Contract Number: 1046052

**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Federal Project Number: N/A
State Project Number (SP): N/A
Trunk Highway Number (TH): N/A
Project Identification: Shared Centerline Hosting Support

This contract is between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services (MN.IT), Minnesota Geospatial Information Office (MnGeo).

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2021, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Type 9016.
- 2.2. MnGeo will perform the tasks and provide the deliverables described in Exhibit A.

3. Consideration and Payment

- 3.1. MnGeo will be paid on a Fixed Hourly Rate basis as follows:

Classification	Hours	Hourly Rate	Cost
8PSMG3/GIS	48	\$95.70	\$4,593.60
- 3.2. MnGeo must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this contract will not exceed \$4,593.60.

4. Conditions of Payment

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative will be:
Name/Title: Nicole Peszynski/Contract Administrator

Address: Minnesota Department of Transportation
 Consultant Services Unit, Mail Stop 680
 395 John Ireland Boulevard, Saint Paul, Minnesota 55155
 E-Mail: nicole.peszynski@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Peter Morey/RDS Director
 Address: Minnesota Department of Transportation
 Office of Transportation System Management, Mail Stop 450
 395 John Ireland Boulevard, Saint Paul, Minnesota 55155
 Telephone: (651) 366-3872
 E-Mail: peter.morey@state.mn.us

5.3. MnGeo Authorized Representative will be:

Name/Title: Blaine Hackett
 Address: Office of MN.IT Services
 Minnesota Geospatial Information Office
 658 Cedar Street
 Saint Paul, Minnesota 55155
 Telephone: (651) 201-2467
 E-Mail: blaine.hackett@state.mn.us

6. Amendments

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. Plain Language; Accessibility Standards

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's

compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10. Telecommunications Certification

- 10.1. By signing this contract, the MnGeo certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The MnGeo will include this certification as a flow down clause in any contract related to this contract.

11. Title VI/Non-discrimination Assurances.

- 11.1. The MnGeo agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The MnGeo will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the MnGeo's compliance with this provision. The MnGeo must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the MnGeo's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

MNGEO

DocuSigned by:

Tracy Gerasch

Signed: _____
58BF08075AF6441...

Title: _____
Procurement Director

Date: _____
2/9/2021

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Purpose

MN.IT Services (MN.IT), Minnesota Geospatial Information Office (MnGeo) will provide Geographic Information Services (GIS) Professional Services to the Minnesota Department of Transportation (MnDOT) for the maintenance of the Shared Centerline process.

Deliverables, Duties and Responsibilities**A. MnGeo Deliverables, Duties and Responsibilities:****Task 1: Maintenance and Support****Deliverables:**

Within the constraints of this task's budget, and in consultation with MnDOT's Project Manager, MnGeo will provide the following services:

1. MnGeo will manage schema changes
2. MnGeo will manage service issues
3. MnGeo will make service changes to Extract Transform or Load routines
4. MnGeo will troubleshoot Portal accounts

Task 2: Administration (Project Management, Invoicing, Planning)**Deliverables:**

Within the constraints of this task's budget, and in consultation with MnDOT's Project Manager, MnGeo will provide the following services:

1. MnGeo will have quarterly meetings with MnDOT staff. The meetings will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by MnDOT's Project Manager.
2. MnGeo will provide general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, project documentation and archiving or future service authorization estimating and creating.

B. MnDOT Deliverables, Duties and Responsibilities:

Under the terms of this agreement, MnDOT will:

1. MnDOT will meet with MnGeo to review the applications, services and resources being deployed, and other related topics as requested by MnGeo.
2. MnDOT will provide MnGeo with timely review and comments on the applications, services and resources being deployed as requested by MnGeo.
3. MnDOT's Project Manager will provide MnGeo with timely notification of any problems related to this service authorization.

C. Service Level Objectives

Service level objectives are defined below for reference regarding the performance of MnDOT's application and service:

1. Availability

MnGeo will communicate unanticipated interruptions in services immediately after discovery.

2. Incident Response Time

MnDOT Agreement Number: 1046052

Exhibit A

Detailed Scope of Work and Deliverables

a. Incident notifications and service requests related to unavailability of MnDOT's service will be acknowledged by MnGeo within four business hours of the notification if reported through standard incident notification channels.

b. Incidents involving performance will be prioritized and attempted to be resolved within eight business hours of notification or less by MnGeo.

c. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT and reported to MnGeo through MnDOT's Project Manager.

d. Within one business day, MnGeo will respond to website operational problems identified by MnDOT and reported to MnGeo through MnDOT's Project Manager.

e. MnGeo will keep MnDOT's Project Manager apprised of needed repairs and anticipated timelines to complete repairs.

f. Business Hours for MnGeo will be 8:00 am – 4:30 pm Monday – Friday except for holidays.

g. MnGeo will notify MnDOT's Project Manager of extraordinary situations involving activation of a Continuity of Operations plan (COOP) or disaster recovery plan will impact the ability to meet the incident response times.

3. Environments

a. The infrastructure used by MnGeo to support the MnDOT service will consist of multi-tenant deployment of cloud infrastructure designed to support the MnDOT application and database.

b. MnGeo will use the current architecture to isolate the system and dependencies to avoid impacting service availability or performance.

c. MnGeo will deploy MnDOT to distinct production and non-production staging environments in accordance with MN.IT Data Management Standards.

d. MnGeo will use non-production staging to test all changes to the operating systems or application layer configurations.

e. MnDOT Project Manager will perform acceptance testing on changes made within the non-product staging environment and will communicate acceptance to MnGeo before changes will be promoted to the production environment.

4. Change Management

a. System changes initiated by either MnDOT or MnGeo will require planning and testing in a non-production environment.

b. MnDOT Project Manager will receive notifications by MnGeo regarding planned changes and perform acceptance testing prior to the production release.

c. When upgrades are instituted, MnGeo will review the platform to ensure all core components are operational.

d. MnDOT Project Manager will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, Mn Geo will develop and share testing plans and incorporate them into MN.IT Change Management routines.

5. Maintenance Windows

a. MnGeo will perform planned maintenance on MnDOT infrastructure during the following maintenance windows unless otherwise agreed upon by both parties:

Non-production: Second Monday of the Month 5:30 pm – (next business day) Tuesday-8:00 am

Production: Second Wednesday of the Month 5:30 pm – (next business day) Thursday-8:00 am

b. MnGeo will provide advanced notification to MnDOT if an interruption in service is expected during planned maintenance times. MnGeo will provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MN.IT Managed Hosting.

c. MnGeo will provide MnDOT Project Manager with notice immediately regarding impending changes that are unplanned or external in nature.

d. For changes planned by MnGeo, MnGeo will provide no less than one month's notice before instituting major system / software changes.

e. MnGeo will apprise MnDOT Project Manager of potential problems associated with changes.

f. MnGeo will follow MN.IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.

g. MN.IT Managed Hosting will have their own maintenance windows to accommodate patching.

h. If additional resources are required for the shared environment specifically because of MnDOT deployments or at a request for additional resources by MnDOT's Project Manager, the MnDOT infrastructure costs will be increased accordingly.

6. System Monitoring

a. MnGeo will manage and monitor MnDOT hosting systems for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MN.IT Managed hosting.

b. MnGeo will configure alerts to notify MnGeo of performance issues.

c. MnGeo will communicate issues and their resolutions to MnDOT's Project Manager.

7. Application Deployments and Data Source Updates

a. Changes to MnDOT's application requiring code deployments or updates to the data that require elevated permissions to the servers or database management system will be performed by MnGeo staff upon request.

b. The frequency of deployments or data updates will depend on project budget and MnGeo staff availability and will require at least a two week notice to begin the process with changes being carried out during designated maintenance windows.

8. GIS System Audits and Updates

a. MnGeo will assess all systems used to support MnDOT's application for currency of software yearly as part of the current contract scope. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems.

b. All systems will be running an acceptable version of software according to the MnGeo Standard Operating Environment or will be updated by MnGeo within the billing period. Updates will require MnDOT involvement to facilitate application testing and acceptance to verify required updates do not result in breaking changes.

c. In addition to MN.IT Managed Hosting Operating System updates, MnGeo will perform yearly updates to the system to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment.

d. ArcGIS Server and other required software installed on the operating system (OS) will be audited yearly by MnGeo and will be updated by MnGeo to be no more than one major version release behind the current stable version. Exceptions will be documented and communicated by MnGeo to MnDOT for prioritization in future agreements.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:****Contractor must:**

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1046052

Billing Period: From _____ to _____

Contract Expiration Date: June 30, 2021

Invoice Date: _____

SP Number: N/A TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Fixed Hourly Rate Costs: (Attach Supporting Documentation)	\$4,593.60			
Net Earning Totals:	\$4,593.60			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
9016			
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: _____

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER: 1046052

Contract Start Date: February 16, 2021	Original Contract Amount:	\$ 4,593.60
Original Contract Expiration Date: June 30, 2021	Previous Amendment(s) Total:	\$ N/A
Current Contract Expiration Date: June 30, 2021	Current Amendment Amount:	\$ 20,686.44
New Contract Expiration Date: June 30, 2023	Total Amended Contract Amount:	\$ 25,280.04

Federal Project Number: N/A
State Project Number (SP): N/A
Trunk Highway Number (TH): N/A
Project Identification: Shared Centerlines

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

RECITALS

- MnDOT has a contract with MnGeo identified as MnDOT Contract Number 1046052 ("Original Contract") to provide Geographic Information Services (GIS) Professional Services to MnDOT for the maintenance of the Shared Centerline process.
- MnGeo requires additional time, and compensation, to continue providing services under this contract for an additional two years.
- MnDOT and MnGeo are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

REVISION 1. Subarticles 1.2-1.3 are amended as follows:

- Expiration Date: This contract will expire on ~~June 30, 2021~~ **June 30, 2023**, or the date that all obligations have been fulfilled and all deliverables have been approved by MnDOT, which ever occurs first.
- Exhibits: Exhibits ~~A through B~~ **A-1 and B-1** are attached and incorporated into this contract.

REVISION 2. Subarticle 2.2 is amended as follows:

- Scope of Work: MnGeo will perform the tasks and provide the deliverables described in Exhibit ~~A~~ **A-1**.

REVISION 3. Subarticles 3.1-3.3 are amended as follows:

- MnGeo will be paid on a Fixed Hourly Rate basis as follows:

Classification	Hours	Hourly Rate	Cost
8PSMG3/GIS	48	\$95.70	\$4,593.60
<u>8PSMG3/GIS</u>	<u>192</u>	<u>\$101.44</u>	<u>\$19,476.48</u>
<u>8182</u>	<u>12</u>	<u>\$100.83</u>	<u>\$1,209.96</u>
			<u>Total = \$25,280.04</u>

- MnGeo must submit invoices electronically for payment, using the format set forth in Exhibit ~~B~~ **B-1**.

- The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this contract will not exceed ~~\$4,593.60~~ **\$25,280.04**.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

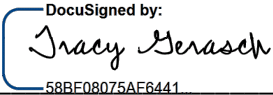
MNDOT ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: **Michael Friberg**
Date: Digitally signed by Michael Friberg
Date: 2021.06.15 11:31:23 -05'00'

MN.IT, MNGEO

Mn.IT, MnGeo certifies that the appropriate person(s) have executed the amendment on behalf of Mn.IT, MnGeo as required by applicable articles, bylaws or resolutions.

Signed:  58BF08075AE6441

Title: Procurement Director

Date: 6/15/2021

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

Purpose

MN.IT Services (MN.IT), Minnesota Geospatial Information Office (MnGeo) will provide Geographic Information Services (GIS) Professional Services to the Minnesota Department of Transportation (MnDOT) for the maintenance of the Shared Centerline process.

Deliverables, Duties and Responsibilities

A. MnGeo Deliverables, Duties and Responsibilities:

Task 1: Maintenance and Support

Deliverables:

Within the constraints of this task's budget, and in consultation with MnDOT's Project Manager, MnGeo will provide the following services:

1. MnGeo will manage schema changes
2. MnGeo will manage service issues
3. MnGeo will make service changes to Extract Transform or Load routines
4. MnGeo will troubleshoot Portal accounts

Task 2: Administration (Project Management, Invoicing, Planning)

Deliverables:

Within the constraints of this task's budget, and in consultation with MnDOT's Project Manager, MnGeo will provide the following services:

1. MnGeo will have quarterly meetings with MnDOT staff. The meetings will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by MnDOT's Project Manager.
2. MnGeo will provide general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, project documentation and archiving or future service authorization estimating and creating.

B. MnDOT Deliverables, Duties and Responsibilities:

Under the terms of this agreement, MnDOT will:

1. MnDOT will meet with MnGeo to review the applications, services and resources being deployed, and other related topics as requested by MnGeo.
2. MnDOT will provide MnGeo with timely review and comments on the applications, services and resources being deployed as requested by MnGeo.
3. MnDOT's Project Manager will provide MnGeo with timely notification of any problems related to this service authorization.

C. Service Level Objectives

Service level objectives are defined below for reference regarding the performance of MnDOT's application and service:

1. Availability

MnGeo will communicate unanticipated interruptions in services immediately after discovery.

2. Incident Response Time

Detailed Scope of Work and Deliverables

a. Incident notifications and service requests related to unavailability of MnDOT's service will be acknowledged by MnGeo within four business hours of the notification if reported through standard incident notification channels.

b. Incidents involving performance will be prioritized and attempted to be resolved within eight business hours of notification or less by MnGeo.

c. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT and reported to MnGeo through MnDOT's Project Manager.

d. Within one business day, MnGeo will respond to website operational problems identified by MnDOT and reported to MnGeo through MnDOT's Project Manager.

e. MnGeo will keep MnDOT's Project Manager apprised of needed repairs and anticipated timelines to complete repairs.

f. Business Hours for MnGeo will be 8:00 am – 4:30 pm Monday – Friday except for holidays.

g. MnGeo will notify MnDOT's Project Manager of extraordinary situations involving activation of a Continuity of Operations plan (COOP) or disaster recovery plan will impact the ability to meet the incident response times.

3. Environments

a. The infrastructure used by MnGeo to support the MnDOT service will consist of multi-tenant deployment of cloud infrastructure designed to support the MnDOT application and database.

b. MnGeo will use the current architecture to isolate the system and dependencies to avoid impacting service availability or performance.

c. MnGeo will deploy MnDOT to distinct production and non-production staging environments in accordance with MN.IT Data Management Standards.

d. MnGeo will use non-production staging to test all changes to the operating systems or application layer configurations.

e. MnDOT Project Manager will perform acceptance testing on changes made within the non-product staging environment and will communicate acceptance to MnGeo before changes will be promoted to the production environment.

4. Change Management

a. System changes initiated by either MnDOT or MnGeo will require planning and testing in a non-production environment.

b. MnDOT Project Manager will receive notifications by MnGeo regarding planned changes and perform acceptance testing prior to the production release.

c. When upgrades are instituted, MnGeo will review the platform to ensure all core components are operational.

d. MnDOT Project Manager will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, Mn Geo will develop and share testing plans and incorporate them into MN.IT Change Management routines.

5. Maintenance Windows

a. MnGeo will perform planned maintenance on MnDOT infrastructure during the following maintenance windows unless otherwise agreed upon by both parties:

Non-production: Second Monday of the Month 5:30 pm – (next business day) Tuesday-8:00 am

Production: Second Wednesday of the Month 5:30 pm – (next business day) Thursday-8:00 am

b. MnGeo will provide advanced notification to MnDOT if an interruption in service is expected during planned maintenance times. MnGeo will provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MN.IT Managed Hosting.

c. MnGeo will provide MnDOT Project Manager with notice immediately regarding impending changes that are unplanned or external in nature.

d. For changes planned by MnGeo, MnGeo will provide no less than one month's notice before instituting major system / software changes.

e. MnGeo will apprise MnDOT Project Manager of potential problems associated with changes.

f. MnGeo will follow MN.IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.

g. MN.IT Managed Hosting will have their own maintenance windows to accommodate patching.

h. If additional resources are required for the shared environment specifically because of MnDOT deployments or at a request for additional resources by MnDOT's Project Manager, the MnDOT infrastructure costs will be increased accordingly.

6. System Monitoring

a. MnGeo will manage and monitor MnDOT hosting systems for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MN.IT Managed hosting.

b. MnGeo will configure alerts to notify MnGeo of performance issues.

c. MnGeo will communicate issues and their resolutions to MnDOT's Project Manager.

7. Application Deployments and Data Source Updates

a. Changes to MnDOT's application requiring code deployments or updates to the data that require elevated permissions to the servers or database management system will be performed by MnGeo staff upon request.

b. The frequency of deployments or data updates will depend on project budget and MnGeo staff availability and will require at least a two week notice to begin the process with changes being carried out during designated maintenance windows.

8. GIS System Audits and Updates

a. MnGeo will assess all systems used to support MnDOT's application for currency of software yearly as part of the current contract scope. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems.

b. All systems will be running an acceptable version of software according to the MnGeo Standard Operating Environment or will be updated by MnGeo within the billing period. Updates will require MnDOT involvement to facilitate application testing and acceptance to verify required updates do not result in breaking changes.

c. In addition to MN.IT Managed Hosting Operating System updates, MnGeo will perform yearly updates to the system to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment.

d. ArcGIS Server and other required software installed on the operating system (OS) will be audited yearly by MnGeo and will be updated by MnGeo to be no more than two major version releases behind the current stable version. Exceptions will be documented and communicated by MnGeo to MnDOT for prioritization in future agreements.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

INVOICE NO. _____

Estimated Completion: ____% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1046052

Billing Period: From _____ to _____

Contract Expiration Date: June 30, 2023

Invoice Date: _____

SP Number: N/A TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Fixed Hourly Rate Costs: (Attach Supporting Documentation)	\$25,280.04			
Net Earning Totals:	\$25,280.04			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
9016			
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: _____

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Management and Budget (“MMB”) and Transportation (“DOT”).

Recitals

- A. Minnesota Laws 2020, Chapter 69, Section 2, codified as Minnesota Statutes, Section 174.525 (“Act”), authorized DOT to conduct a pilot program to apply for and receive a loan under the Transportation Infrastructure Finance and Innovation Act of 1998 (“TIFIA”), United States Code, title 23, chapter 6 (“Loan”), with the approval of the Commissioner of MMB, for a project in District 7 to expand a trunk highway from two lanes to four lanes between the cities of New Ulm and Nicollet.
- B. The Loan will be secured by a pledge of certain permit fee revenues collected by DOT under Minnesota Statutes, Section 169.86, subd. 5 (“Pledged Revenues”), which shall be deposited into a federal transportation loan account in the special revenue fund pursuant to Minnesota Statutes, Section 174.525, subd. 3 (“Loan Account”), and which monies have been irrevocably appropriated to the Commissioner of MMB and pledged for the payment of principal of and interest on the Loan, costs of issuance, any reserve, refinancing costs, and necessary administrative expenses associated with the Loan (“Eligible Expenditures”), in consultation with the Commissioner of DOT.
- C. To carry out the purposes of the Act, the Commissioners of DOT and MMB may enter into such covenants and agreements necessary or desirable to facilitate the execution and delivery of the Loan, including but not limited to covenants and agreements relating to the payment of and security for the Loan and disclosure of information required by the federal government and federal and state securities laws.
- D. MMB has entered into a professional and technical services contract with a registered municipal advisor, PFM Financial Advisors LLP (“PFM”), for services related to the issuance of revenue obligations by the State, and has a special attorney appointment with a nationally-recognized bond counsel firm, Kutak Rock LLP, from the Minnesota Attorney General for services related to the issuance of revenue obligations and the rendering of a validity opinion thereon, and will be engaging these services in connection with the Loan application process, credit rating process, loan structuring, disclosure requirements, negotiation and execution of the Loan, and any other acts deemed necessary for execution of the Loan, which represent agreements and obligations being undertaken by MMB to facilitate the execution and delivery of the Loan.
- E. Under the terms of the special attorney appointment between Kutak Rock LLP, MMB and the Minnesota Attorney General, Kutak Rock shall “provide legal services to MMB as bond and disclosure counsel regarding the issuance and sale or defeasance of revenue bonds or other obligations for MMB.”
- F. DOT and MMB desire to memorialize their joint and independent roles and responsibilities under the Act related to application for and closing of the Loan and to ensure that sufficient funds are available to MMB for purposes of paying costs of Eligible Expenditures.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** April 1, 2021, or the date all required signatures are obtained, whichever is later.
- 1.2 **Expiration date:** Except for the record keeping obligations in Section 9, this Agreement shall continue until all obligations hereunder have been satisfactorily fulfilled and the amounts set forth in any final repayment schedule related to the Loan are paid in full, or on such other date as is agreed to in writing by the parties hereto.

2 Scope of Work

Pursuant to Minnesota Statutes, Section 174.525, subd. 5, and other applicable law, DOT and MMB are authorized to enter into this Agreement to clarify the various roles and responsibilities associated with the Loan:

- 2.1 DOT will initiate the Loan application process with the Federal Highway Administration's Build America Bureau ("Bureau") and remain responsible for submitting any required application materials to the Bureau in consultation with MMB.
- 2.2 MMB will facilitate obtaining a preliminary and final rating on the Loan, in collaboration with DOT, from one or more nationally recognized credit rating agencies, and will engage the municipal advisory services of PFM for this purpose.
- 2.3 MMB will engage Kutak Rock LLP as bond and disclosure counsel for the Loan to provide a legal opinion as to the validity and enforceability of the Loan at closing and to provide continuing advice on matters related to the Loan after the closing and delivery of Loan proceeds.
 - 2.3.1 The parties agree that they have a common interest as regards to the legal advice and opinion of Kutak Rock LLP regarding the Loan, and that exchanges and disclosures of such legal advice and opinion are not intended to diminish in any way the confidentiality of such advice and opinion, and any exchange of advice and opinion is not intended to and will not be deemed to constitute a waiver of any available privilege or right. All communications relating to the furtherance of the common interest or made in connection with the legal advice or opinion and among any of the signatories of this Agreement, are confidential, and no privilege shall be deemed to be waived with respect to, or as a result of, such communications.
- 2.4 DOT, in consultation with MMB, will ensure appropriate accounting transactions are entered into SWIFT, the State's accounting system, to deposit all Pledged Revenues in the Loan Account and ensure the Pledged Revenues are legally available to the Commissioner of MMB for the purposes of paying Eligible Expenditures.
- 2.5 MMB will pay Eligible Expenditures from the Pledged Revenues in a timely manner, in consultation with DOT.
- 2.6 Annually, MMB will initiate a review process with DOT of Eligible Expenditures paid or to be paid by Pledged Revenues from the Loan Account in the current fiscal year, or otherwise legally set aside for any reserve required for the Loan, and in the event there is more money than needed to pay Eligible Expenditures and retain as a reserve in that fiscal year, MMB will transfer the excess amount from the Loan Account to the Trunk Highway Fund.

3 Consideration and Payment

Excluding the principal and interest payments on the Loan as well as any required reserve, the exact cost of remaining Eligible Expenditures covered by this Agreement are unknown until the Loan is executed and all work associated with obtaining and servicing the Loan is performed. The estimated total obligation for costs of issuance, refinancing costs, and necessary administrative expenses associated with the Loan is currently estimated to be **\$1,000,000**. This Agreement will be amended by the parties in the event the cost of Eligible Expenditures, excluding principal and interest payments on the Loan and any required reserve, exceeds this amount.

Pursuant to Minnesota Statutes, Section 174.525, subd. 4(b), the Commissioner of MMB will consult with the Commissioner of DOT regarding any Eligible Expenditures authorized to be paid from the Loan Account.

4 Conditions of Payment

All work under this Agreement must be performed in accordance with the provisions and requirements contained in Minnesota Statutes, Section 174.525 and other applicable law and statewide financial policies.

5 Authorized Representative

MMB's Authorized Representative is **Jennifer Hassemer, Assistant Commissioner, Minnesota Management and Budget, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8079**, or his/her successor.

DOT's Authorized Representative is **Joshua Knatterud-Hubinger, Budget Director, Department of Transportation, 395 John Ireland Blvd., St. Paul, MN 55155, (612) 499-8115**, 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. The liability of the parties is set out in chapter 3.736 of the Minnesota Statutes and is subject to the limitations thereof. Nothing herein shall be construed to limit any party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist.

This provision shall survive the expiration or termination 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. In this event, MMB shall be entitled to Pledged Revenues to cover the cost of work performed prior to the termination date.

9 State Audit

The books, records, documents, and accounting practices and procedures of DOT and MMB relevant to this Agreement shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

1. DEPARTMENT OF TRANSPORTATION

By: _____
(With delegated authority)

Signed: **Kim Collins**  Digitally signed by Kim Collins
Date: 2021.04.09 10:19:01
-05'00'

Title: Deputy Commissioner

Date: _____

2. MnDOT CONTRACT MANAGMENT
(As to form and execution)

By: _____
(With delegated authority)

Signed: _____

Title: _____

Date: _____

3. MINNESOTA MANAGEMENT AND BUDGET

By: Jennifer Hassemer
(With delegated authority)

Signed: **Jennifer Hassemer**  Digitally signed by Jennifer Hassemer
Date: 2021.04.01 12:42:04
-05'00'

Title: Assistant Commissioner

Date: April 1, 2021

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Office of MN.IT Services (MNIT) and the Department of Transportation, District 6 (DOT).

Agreement

1. Term of Agreement

- 1.1. **Effective date:** The date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2. **Expiration date:** June 30, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

- 2.1. MNIT and DOT 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 in Southern Minnesota. 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.
- 2.2. MNIT is serving as the fiscal agent for the State of Minnesota for this project. DOT will contribute \$200,000.00 to the project. DOT will remit this amount to MNIT. Subsequent to receipt, MNIT will remit this amount to USGS.
- 2.3. DOT and MNIT agree to share all data gathered or generated under the agreement with USGS.

3. Consideration and Payment

- 3.1. DOT shall make payment to MN.IT in the amount of \$200,000.00 upon receipt of an invoice when funds are available after July 1, 2021. MN.IT must create and enter an invoice in SWIFT. ELECTRONIC INVOICES ARE PREFERABLE. PLEASE SEND AN ELECTRONIC INVOICE TO BOTH: T7901ACCOUNTSPAYABLE.DOT@STATE.MN.US and MnDOT's Authorized Representative.
- 3.2. MnDOT will make payment using the bilateral netting process in SWIFT.
- 3.3. The total obligation of DOT for all compensation and reimbursements to MN.IT under this agreement will not exceed \$200,000.00.

4. Conditions of Payment

- 4.1. MNIT's obligations will be met upon remittance of the amount set forth in section 3 to USGS.

5. Authorized Representative

- 5.1. DOT's Authorized Representative is Jordan Kurth, Land Surveyor Supervisor, 2900 48th Street NW 060, Rochester, MN 55901, 507-286-7628 or his/her successor.
- 5.2. MNIT's Authorized Representative is Dan Ross, Geographic Information Systems Director, 658 Cedar Street, Saint Paul, MN 55155, 651-757-2550

6. Amendments

- 6.1. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and behavior and the results thereof.

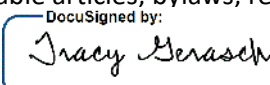
8. Termination

- 8.1. Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

MnDOT Contract No.: 1046176

MN.IT

The MN.IT certifies that the appropriate person(s) have executed the contract on behalf of the MN.IT as required by applicable articles, bylaws, resolutions or ordinances.

By:  _____
Title: Procurement Director
Date: 2/18/2021

By: _____
Title: _____
Date: _____

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____
Date: _____
FY 2022 Funds will be encumbered when they are available
SWIFT Contract # _____
SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____
Title: _____
Date: _____

MnDOT Contract Management

By: _____
(As to form and execution)
Date: _____

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *February 18, 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:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Seema Desai or his/her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Edwin Hudson** or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

EVERETT

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed:

Nicole

Digitally signed by
Nicole Peszynski

Date:

Peszynski

Date: 2021.03.01
15:29:58 -06'00'

P.O./SWIFT #: 3000576962 /190206

3. DEPARTMENT OF TRANSPORTATION

Signed:

Seema Desai

Digitally signed by Seema
Desai
Date: 2021.03.01 14:00:54
-06'00'

(with delegated authority)

Title:

Date:

2. MINNESOTA MANAGEMENT AND BUDGET

Signed:

(with delegated authority)

Title:

Chief Financial Officer

Date:

03-02-2021

4. MNDOT CONTRACT MANAGEMENT

By/Date:

Kyle
FisherDigitally signed
by Kyle Fisher
Date: 2021.03.02
08:33:07 -06'00'



MAD Project Number: 2021-116

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation - CAVX

MAD Contact: Jake Granholm

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$11,620.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation - CAVX (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Jake Granholm

Requesting Agency: Kristin White

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 83 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$11,620.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective May 1, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until September 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Kristin White. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

Proposal

MnDOT CAV-X—Results Based Accountability
April 6, 2021

Proposal prepared by:

Jake Granholm

jacob.granholm@state.mn.us

Acting Enterprise Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

Formed in 2018, MnDOT's Connected and Automated Vehicle Office (CAV-X) is the state's convening office for connected and automated vehicle transportation technology engagement, policy, testing and partnerships. The CAV-X Office developed a strategic plan in 2019 that focused on nine key areas with the goal of helping MnDOT prepare for deployment of new technologies. Now the CAV-X Office is working to identify specific performance measures to track progress toward its strategic planning goals.

The CAV-X leadership asked Management Analysis and Development (MAD) to assist CAV-X staff in using Results Based Accountability (RBA) to identify performance measures, creating a plan to operationalize the office's use of the selected measures, and build skills and capacity for further performance measurement.

Products

MAD would first work with CAV-X leadership to identify priority program areas for performance measure development. MAD would then use the priorities to design and facilitate up to five group sessions that review RBA concepts and use RBA to develop performance measures and a framework for a measurement plan. The products at the end of this process include:

- A shared understanding among the participants of RBA as a performance measurement approach;
- Initial performance measures list for the identified program areas;
- Turn-the-curve performance-improvement plans documentation for prioritized measures; and
- Draft a communications plan document that describes program measures and CAV-X contributions to population results.

MAD would also provide additional consulting services, as needed.

Following the facilitated conversations, MAD would work with leadership to develop next steps for potential follow-up work to expand RBA training and implementation to more areas of the CAV-X strategic plan.

Activities, Timeline, and Project Costs

The overall timeline for the project would be May 1, 2021 (or when the interagency agreement is signed) through September 30, 2021. If the interagency agreement is not signed by May 1, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.

Activities	Hours
Background research: MAD would review relevant background materials, including the 2019 strategic plan.	5

Activities	Hours
Preparation and planning: MAD would work with client to plan for three sessions with selected staff to review RBA concepts and update/develop new performance measures and turn-the-curve/performance improvement plans. Prepare agenda and materials.	10
Facilitated RBA sessions: MAD would meet with selected CAV-X staff for up to five two and a half hour sessions to review main RBA concepts; document population and client populations for CAV-X; conduct turn-the-curve planning on selected measures; draft a communications plan to describe the program's contributions to population results; and plan for putting RBA products into action. <i>For each session, MAD would facilitate and document results and create summary documentation for the client.</i>	40
Additional RBA assistance: MAD would provide additional RBA assistance to CAV-X, as needed.	10
Follow up and planning next steps: MAD would meet with the client to review project progress, the meeting summary materials, and draft communications plan document; plan potential next steps for further RBA assistance for other program areas within CAV-X.	5
Subtotal	70
Project management, including client communication (18%)	13
Total hours	83
Total costs (83 hours times \$140)	\$11,620

Clients and Consultants

The primary client contact would be Kristin White, CAV-X Executive Director. The MAD project lead would be Jake Granholm; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would provide contact names and contact information for participants, contribute to the drafting and reviewing of discussion questions, and participate in group conversations and document review, as needed.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64.

Billing and Cost Calculations

Management Analysis and Development's billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

AMENDMENT #1 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2021-116

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation-CAVX**, has an interagency agreement identified as **2021-116 (Contract: 192024, Order: 3000582441)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 5 of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective May 1, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~September 30, 2021~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



State of Minnesota

Interagency Agreement

SWIFT Contract No.: 191642
MnDOT Contract No. 1046916

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Natural Resources (DNR) and Transportation (DOT).

Agreement

1. Term of Agreement

- 1.1 Effective date. April 30, 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, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

DNR will provide services for restoration/reforestation of a 12 acre field located on the Ann Lake WMA as part of an approved wetland mitigation package. A total of 0.34 acres of wetland was filled in on the Ann Lake WMA as part of TH 47 rehabilitation project (SP 3304-27). The DNR Public Waters Work General Permit Authorization 2019-3271 is attached and incorporated into this agreement as Attachment A for reference.

3. Consideration and Payment

DOT will pay for services provided by DNR under this Agreement on a lump sum basis.

The total obligation of DOT for all compensation and reimbursements to DNR under this Agreement will be \$12,000.00.

4. Conditions of Payment

- 4.1 DNR will submit an invoice to DOT's authorized representative for payment within 30 days of contract execution.
- 4.2 DOT will make payment within 30 days of receipt of the invoice.
- 4.3 All services provided by DNR under this Agreement must be performed to DOT's satisfaction, as determined at the sole and reasonable discretion of DOT's Authorized Representative.

5. Authorized Representative

DNR's Authorized Representative is Tim Marion, Area Wildlife Manager, 800 Oak Savanna Lane SW, Cambridge, MN 55008, 763-284-7231, tim.marion@state.mn.us, or his/her successor or delegate.

DOT's Authorized Representative is Luke Wehseler, Project Manager/Consultant Coordinator, District 3 Project Development, 7694 Industrial Park Road, Baxter, MN 56425, 218-828-5721, luke.wehseler@state.mn.us, 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 omissions and the results thereof.

8. Termination

This Agreement may be terminated by mutual agreement of the parties.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: _____

Signature: Brenda Hill Digitally signed by Brenda Hill
Date: 2021.05.19 11:22:37 -05'00'

Title: _____ Date: _____

SWIFT Contract No. 194097 PO# 3000589553

3. Minnesota Department of Natural Resources

With delegated authority

Print Name: Michael Larson _____

Signature: Michael A. Larson Digitally signed by Michael A.
Larson
Date: 2021.05.10 10:30:55 -05'00'

Title: Acting Wildlife Section Manager Date: _____

2. Minnesota Department of Transportation

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Minnesota Department of Transportation Contract Management

Print Name: _____

Signature: _____

Title: _____ Date: _____

Authorization Number
2019-3271

General Permit Number
2004-0001

Public Waters Work General Permit Authorization

Expiration Date: 02/06/2025

On the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made part hereof by reference, **PERMISSION IS HEREBY GRANTED** to the applicant to perform actions as authorized below. Applicant must comply with all conditions listed in the above referenced General Permit.

Project Name: TH 47 Rehabilitation (SP 3304-27)	County: Kanabec	Watershed: Snake River	Resource: Stream/River: Little Ann River (M-050-044-015-007); Wetland; Lake: Ann (33004000); Stream/River: Spring Brook (M-050-044-015-005)
Purpose of Permit: Culvert Construction/Modification/Replacement, Bridge Construction/Modification/Replacement		Authorized Action: This project is a proposed a rehabilitation of TH47 from Ogilvie to Isle. There are four Public Waters impacts authorized with this project: 1). Replacement of Bridge #6828 on the TH47 Ann Lake causeway with a new three-span structure (new bridge #33010), 2. Fill and riprap for a widened causeway, 3. Replacing Bridge #6465 over the Little Ann River with a single-span structure (new bridge #33011), and 4) Replacement of the existing 48" culvert at Spring Brook with a new 66" culvert. All per plans received.	
Permittee: MNDOT DISTRICT 3 CONTACT: MEISTER, BENJAMIN, (218) 828-5798 7694 INDUSTRIAL PARK RD BAXTER, MN 56425 (218) 828-5700		Authorized Agent: N/A	
Property Description (land owned or leased or where work will be conducted): UTM zone 15N, 466616m east, 5090683m north, NESE of Section 10, T40N, R25W, UTM zone 15N, 466372m east, 5083304m north, Meandered water body of Section 3, T39N, R25W, UTM zone 15N, 466423m east, 5082237m north, SESE of Section 3, T39N, R25W Ann River Crossing, Sta 917+65 to 918+66 Located 11.3 miles north of Ogilvie Ann Lake Crossing, Sta 675+43 to 675+97, Located 5.0 miles north on Ogilvie Ann Lake shoreline riprap, Sta 669+00 to 675+43 Spring Brook Crossing, Sta 640+56, Located at RP 73.397			
Issued Date: 02/06/2020		Effective Date: 02/06/2020	Expiration Date: 02/06/2025
Authorized Issuer: Peter Leete	Title: Transportation Hydrologist	Email Address: peter.leete@state.mn.us	Phone Number: 651-366-3634

This permit is granted **subject to** the following **CONDITIONS**:

Applicant must comply with all conditions listed in General Permit 2004-0001.

CONSTRUCTION DEWATERING - GENERAL: All construction dewatering in excess of 10,000 gallons per day or one million gallons per year must be authorized by a separate water appropriation permit. All worksite discharge water must be treated for sediment reduction prior to return to the surface water. Water from designated infested waters shall not be diverted to other waters, transported on a public road, or transported or appropriated off property riparian to infested waters without a DNR permit specifically for this use. All equipment in contact with infested waters must be decontaminated upon leaving the site.

EROSION AND SEDIMENT CONTROL: In all cases, methods that have been determined to be the most effective and practical means of preventing or reducing sediment from leaving the worksite shall be installed in areas that slope to the water and on worksite areas that have the potential for direct discharge due to pumping or draining of areas from within the worksite (e.g., coffer dams, temporary ponds, stormwater inlets). These methods, such as mulches, erosion control blankets, temporary coverings, silt fence, silt curtains or barriers, vegetation preservation, redundant methods, isolation of flow, or other engineering practices, shall be installed concurrently or within 24 hours after the start of the project, and will be maintained for the duration of the project in order to prevent sediment from leaving the worksite. DNR requirements may be waived in writing by the authorized DNR staff based on site conditions, expected weather conditions, or project completion timelines.

FISHERY PROTECTION - EXCLUSION DATES: No activity affecting the bed of the protected water may be conducted between March 15 and June 15, to minimize impacts on fish spawning and migration. If work during this time is essential, it shall be done only upon written approval of the Area Fisheries Manager. See contact list at: http://files.dnr.state.mn.us/fisheries/management/dnr_fisheries_managers.pdf. Should work begin elsewhere in the project area within these dates, all exposed soils that are within 200 feet of Public Waters and drain to those waters must complete erosion control measures within 24 hours of its disturbance to prevent sediment from entering Public Waters.

MAINTENANCE - GENERAL PERMITS: Maintenance of work covered by this general permit may be performed upon receipt of separate authorization or amended authorization under this permit.

BEST PRACTICES - MNDOT: Please refer to the manual "Best Practices for Meeting DNR General Public Waters Work Permit GP 2004-0001" for guidance to meeting these and other conditions of this General Permit. A PDF version is available at: http://www.dnr.state.mn.us/waters/watermgmt_section/pwpermits/gp_2004_0001_manual.html.

SMOOTH TRANSITION / MINIMUM ENCROACHMENT: At each end of the stabilized shoreline, the finished slope of the riprap shall be varied in a fashion to produce a smooth transition with the natural shoreline. Also, riprap encroachment into the water is to be limited to the minimum amount necessary and shall not create an obstruction to normal flows.

ROAD FILL – MITIGATION: The TH47 causeway though Anne Lake will be widened to provide for a shoulder on both sides. The resulting 1:3 slopes will result in a total of 0.34 acres of permanent fill. MnDOT has agreed to mitigate this area with on-site naturalized shoreline, including the area in the projects wetland bank withdrawal per the Wetland Conservation Act (in accordance with Minnesota Rules, part 8420.0544), and contributing up to \$12,000 towards DNR reforestation efforts at a nearly acquired parcel of the Ann Lake Wildlife Management Area.

ANN RIVER MUSSEL RELOCATION: At the Ann River crossing, the project has the potential to take native freshwater mussels, including mussels listed by the state as endangered or threatened. Work in the water shall not proceed until the permittee has completed relocation (under separate contract) and received from the Minnesota Endangered Species Coordinator approval to proceed.

TEMPORARY IMPACTS DURING CONSTRUCTION: Construction/demolition plans were not determined at the time of project review and shall be submitted for review and approval at a later date. To aid in their development, see the typical concerns and options identified in Chapter 3 of the manual "Best Practices for meeting DNR GP 2004-0001" and within the GP2004-0001 condition 'TEMPORARY IMPACTS DURING CONSTRUCTION' and its following items 'A' through 'L'. This is normal procedure for bridge or culvert projects as we recognize that construction methods are not finalized until a contractor is chosen. Construction contractors shall be made aware of this condition as they may be held responsible for compliance.

NATIVE VEGETATION: Revegetation of disturbed soils that will not require frequent mowing shall include native mixes in those areas that are not proposed for mowed turf grass. Utilize the native recommendations developed by BWSR (http://www.bwsr.state.mn.us/native_vegetation/) or MnDOT in the "Vegetation Establishment Recommendations" (<http://www.dot.state.mn.us/environment/erosion/seedmixes.html>). In addition, for meeting DNR concerns, shoreline

CONDITIONS *(Continued from previous page)*

revegetation may include woody vegetation (trees and shrubs) in addition to grasses and/or forbs.

PASSAGE BENCH ELEVATION : The incorporation of passage benches into bridge riprap is now a standard feature in the MnDOT Bridge plan set. This feature is included in the proposed bridge plans. Bridge plans show the passage bench set at 1136.0. This elevation may not provide the sightlines needed to encourage animal passage under bridge. Field verification and elevation adjustment (if needed) shall occur in the field prior to its construction. Contact the DNR Transportation Hydrologist (Peter Leete) for this determination.

cc: Tim Crocker, EWR District Manager
Chris Smith, MnDOT Wildlife Biologist
Michael Krauel, Conservation Officers, Mora
Sarma Straumanis, MNDOT Permit Liaisons, Statewide
Ben Orne, MNDOT Permit Liaisons, Statewide
David Demmer, BWSR Wetland Specialists, Kanabec
Erica Hoaglund, DNR Regional Nongame Specialists, Region 3 - North
Leslie Parris, DNR Regional Environmental Assessment Ecologist, Region 3
Melissa Collins, DNR Regional Environmental Assessment Ecologist, Region 3
Tim Marion, DNR Wildlife, Cambridge
Leslie George, DNR Fisheries, Hinckley Area
Teresa Wickeham, County, Kanabec
Corps of Engineers, Corps of Engineers, Kanabec
Deanna Pomije, SWCD, Kanabec SWCD

Amended

Public Waters Work General Permit

Expiration Date: 12/05/2024

Pursuant to Minnesota Statutes, Chapter 103G, and on the basis of statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made part hereof by reference, **PERMISSION IS HEREBY GRANTED** to the applicant to perform actions as authorized below. This permit supersedes the original permit and all previous amendments.

Project Name: MNDOT Statewide General Permit	County: All counties in Minnesota	Watershed: All watersheds in Minnesota	Resource: All waters shown on the Public Waters Inventory	
Purpose of Permit: Bridge, culvert, or stormwater outfall repair or replacement.		Authorized Action: Upon notification to and of approval by the DNR Transportation Hydrologist or Area Hydrologist, replace or repair of bridges, culverts, install riprap, or construct stormwater outfalls on Public Waters, where all conditions and provisions specified herein are met.		
Permittee: MN DEPARTMENT OF TRANSPORTATION CONTACT: MARNI KARNOWSKI, (651) 366-3602 OFFICE OF ENVIRONMENTAL STEWARDSHIP 395 JOHN IRELAND BLVD, MS 620 ST. PAUL, MN 55155 (651) 366-3600		Authorized Agent: N/A		
Property Description (land owned or leased or where work will be conducted): The Permittee or its authorized agent must own, control, or have permission to access and use all lands affected by the project.				
Authorized Issuer: Tom Hovey	Title: Water Regulations Unit Supervisor	Issued Date: 12/10/2019	Effective Date: 12/10/2019	Expiration Date: 12/05/2024

This permit is granted **subject to** the following **CONDITIONS**:

APPLICABLE FEDERAL, STATE, OR LOCAL REGULATIONS: The permittee is not released from any rules, regulations, requirements, or standards of any applicable federal, state, or local agencies; including, but not limited to, the U.S. Army Corps of Engineers, Board of Water and Soil Resources, MN Pollution Control Agency, watershed districts, water management organizations, county, city and township zoning.

NOT ASSIGNABLE: This permit is not assignable by the permittee except with the written consent of the Commissioner of Natural Resources.

NO CHANGES: The permittee shall make no changes, without written permission or amendment previously obtained from the Commissioner of Natural Resources, in the dimensions, capacity or location of any items of work authorized hereunder.

SITE ACCESS: The permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the Commissioner of Natural Resources for inspection of the work authorized hereunder.

TERMINATION: This permit may be terminated by the Commissioner of Natural Resources at any time deemed necessary for the conservation of water resources of the state, or in the interest of public health and welfare, or for violation

GENERAL PERMIT CONDITIONS *(Continued from previous page)*

of any of the conditions or applicable laws, unless otherwise provided in the permit.

COMPLETION DATE: Construction work authorized under this permit shall be completed on or before the date specified above. The permittee may request an extension of the time to complete the project by submitting a written request, stating the reason thereof, to the Commissioner of Natural Resources.

WRITTEN CONSENT: In all cases where the permittee by performing the work authorized by this permit shall involve the taking, using, or damaging of any property rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the permittee, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights, and interests needed for the work.

PERMISSIVE ONLY / NO LIABILITY: This permit is permissive only. No liability shall be imposed by the State of Minnesota or any of its officers, agents or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the permittee or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person other than the state against the permittee, its agents, employees, or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the state against the permittee, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable conditions.

EXTENSION OF PUBLIC WATERS: Any extension of the surface of public waters from work authorized by this permit shall become public waters and left open and unobstructed for use by the public.

GP AUTHORIZATION - APPLY USING MPARS: The permittee shall apply for prior authorization for all projects to be constructed under this General Permit using the MNDNR Permitting and Reporting System (MPARS) at www.mndnr.gov/mpars/signin. Users will need to create an account the first time they access the system. Once created, click on the link for 'Apply for a New Permit/Authorization' under the Actions box and complete the application questions.

INVASIVE SPECIES - EQUIPMENT DECONTAMINATION: All equipment intended for use at a project site must be free of prohibited invasive species and aquatic plants prior to being transported into or within the state and placed into state waters. All equipment used in designated infested waters, shall be inspected by the Permittee or their authorized agent and adequately decontaminated prior to being transported from the worksite. The DNR is available to train inspectors and/or assist in these inspections. For more information refer to the "Best Practices for Preventing the Spread of Aquatic Invasive Species" at http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best_practices_for_prevention_ais.pdf. Contact your regional Invasive Species Specialist for assistance at www.mndnr.gov/invasives/contacts.html. A list of designated infested waters is available at www.mndnr.gov/invasives/ais/infested.html. A list of prohibited invasive species is available at www.mndnr.gov/invasives/laws.html#prohibited.

APPLICABLE PROJECTS: This permit applies only to the replacement, reconstruction, or repair (including associated minor channel or shoreline work) of existing bridges, culverts, stormwater outfalls, or riprap in Public Waters that are designed under the supervision of a registered professional engineer. A project not meeting applicable conditions of this permit or a project the DNR identifies as having the potential for significant resource impacts, is not authorized herein. Rather, such projects will require an individual permit application.

PROJECT AUTHORIZATION: This permit provides conditions to aid project planning and facilitate initial design to streamline DNR regulatory approval. A project must be reviewed by the DNR Transportation Hydrologist through the MnDOT Early Notification Memo (ENM) process in order for it to qualify for authorization under this permit. The existing framework of MnDOT environmental review by the applicable DNR personnel will be utilized to review projects at the earliest possible stage for permit needs and additional conditions. Additional design information may be required of MnDOT during this process. If a project can not meet the conditions of this permit, a separate individual permit will be required. If emergency or unforeseen projects arise that can not include the framework of the ENM process, the permittee shall contact the DNR Transportation Hydrologist or Area Hydrologist immediately to provide details and discuss project design and applicable standards for authorization under this permit. Work shall not commence until written approval that the project will meet these (and any additional written) permit conditions is received from the applicable DNR Hydrologist.

RESPONSIBILITY: The permittee is responsible for satisfying all terms and conditions of this permit. When a project is awarded to a said third party (contractor) for work to be completed, the permittee may notify the DNR in order to administratively amend the project authorization form to include the said third party as a co-permittee for joint responsibility in compliance with this permit.

ENVIRONMENTAL REVIEW: If the bridge/culvert construction is part of a road project that requires mandatory

GENERAL PERMIT CONDITIONS *(Continued from previous page)*

environmental review pursuant to MN Environmental Quality Board rules, then this permit is not valid until environmental review is completed.

DNR NOTIFICATION: The permittee shall notify the DNR Transportation Hydrologist or Area Hydrologist at least five days in advance of the commencement of the work. An email notification of the pre-construction meeting will suffice for this notification.

PHOTOS AND AS-BUILTS: Upon completion of the authorized work, the permittee may be required to submit a copy of established benchmarks, representative photographs, and may be required to provide as-built surveys of Public Watercourse crossing changes.

STATE & FEDERAL LISTED SPECIES PROHIBITION: If there are unresolved concerns regarding impacts to federally or state listed species (endangered, threatened, or special concern), this general permit is not applicable, and the project must be submitted as a separate permit application. Compliance with DNR and federal guidelines established for a listed species (e.g. Topeka Shiner conditions) would constitute a resolved concern.

PRELIMINARY ENGINEERING: This permit authorizes preliminary engineering studies in the water associated with bridge planning (e.g., core sampling). All core holes must be sealed in accordance with Department of Health well sealing requirements. On designated infested waters, all equipment in contact with the water must be decontaminated per the Invasive Species condition.

HYDROLOGIC/HYDRAULIC DATA REPORTING: Unless waived by the DNR Transportation Hydrologist or Area Hydrologist, hydrologic modeling to show the impacts of the structure(s) on the 100-yr (1% chance) flood elevation is required. Calculations showing velocity and depths through the structures at 2-year peak flows may also be required.

NAVIGATION MAINTAINED OR IMPROVED: The structure's final design will not obstruct reasonable public navigation, as determined by the DNR. For bridges, three feet above the calculated 50-year flood stage ordinarily satisfies navigational clearance requirements. For culverts, three feet of clearance above the ordinary high water level (top of the bank) ordinarily satisfies navigational requirements.

STATE TRAILS: Projects proposed near an existing or proposed state trail system should be consistent therewith.

FLOWLINE/GRADIENT NOT CHANGED: Replacement of culverts or crossings are to follow (or be restored to) the natural alignment and profile of the stream. Changes from the existing flowline, gradient or alignment must be consistent with the Water Level Control and Fish Passage conditions and authorized by the DNR Transportation Hydrologist or Area Hydrologist.

FLOOD STAGES/DAMAGES NOT INCREASED: A. No approach fill for a crossing shall encroach upon a DNR approved community designated floodway. When a floodway has not been designated or when a floodplain management ordinance has not been adopted and approved, increases in flood stage in the regional flood of up to one-half of one foot shall be approved if they will not materially increase flood damage potential. Additional increases may be permitted if: a field investigation and other available data indicate that no significant increase in flood damage potential would occur upstream or downstream, and any increases in flood stage are reflected in the floodplain boundaries and flood protection elevation adopted in the local floodplain management ordinance as determined by the applicable DNR Hydrologist; B. If the existing crossing has a swellhead of one-half of one foot or less for the regional flood, the replacement crossing shall comply with the provisions for new crossings in (A). If the existing crossing has a swellhead of more than one-half of one foot for the regional flood, stage increases up to the existing swellhead may be allowed if field investigation and other available data indicate that no significant flood damage potential exists upstream from the crossing based on analysis of data submitted by the applicant. The swellhead for the replacement crossing may exceed the existing swellhead if it complies with the provisions found in (A) above.

WATER LEVEL CONTROL: Replacement or modification of crossings that function as a water level control for existing basins must perform with significantly the same hydraulic properties and runout elevation."

FISH PASSAGE: Bridges, culverts and other crossings shall provide for game fish movement unless the structure is intended to impede rough fish movement, aquatic invasive species movement, or the stream has negligible fisheries value as determined by the Transportation Hydrologist or Area Hydrologist in consultation with the Area Fisheries Manager. Culvert and bridge openings will be designed and constructed to span the bankfull channel width or slightly greater. Important factors in designing for fish passage include: A. Design culverts to match the alignment and slope of the stream channel. B. Design flow depths comparable to the natural channel depth (not over wide and too shallow). Multiple culverts may need to be offset allow flow in only one culvert at normal/low flow conditions. C. Mimic streambed habitat by providing a continuous roughness similar to the natural channel. Depending on conditions, streambed formation may be allowed to

GENERAL PERMIT CONDITIONS *(Continued from previous page)*

develop via sediment deposition or need to be created during culvert installation. Introducing a headcutting situation will not be allowed. D. Rock Rapids or other structures that mimic natural conditions may be utilized to aid in fish passage. Other factors may exist and could take precedence, such as unsuitable substrate, natural slope and background velocities, bedrock, flood control, 100-yr (1% chance) flood elevations, wetland/lake level control elevations, local ditch elevations, and other adjacent features. The Publication 'Minnesota Guidance for Stream Connectivity and Aquatic Organism Passage through Culverts' has been compiled by the University of Minnesota and can be utilized for meeting culvert design concerns. This document is located on the DNR website:

<https://files.dnr.state.mn.us/waters/publications/culvert-stream-connectivity.pdf> and the MNDOT website.

<http://www.dot.state.mn.us/research/reports/2019/201902.pdf>.

TERRESTRIAL SPECIES MOVEMENT: Structures shall not be detrimental to significant wildlife habitat. If the crossing is located at a significant wildlife travel corridor as determined by DNR Wildlife or Ecological & Water Resources staff, the crossing shall be designed to minimize concerns. Typically this is accomplished with the presence of a walkable surface (dry ground) at normal flow conditions. For bridges current practices are to include a 'passage bench' or 'aggregate surfacing' into bridge abutment riprap. On multiple culvert installations, outer culvert inverts can be set at an elevation higher than normal flow to allow terrestrial species use during non-flood conditions. A Passage Bench design is incorporated into MnDOT Standard sheet (Figure 5-397.309) and available at

<http://www.dot.state.mn.us/bridge/pdf/cadd/files/bdetailspart2/pdf/fig7309e.pdf>. Also see 'Passage Bench Design' as well as other species protection measures in Chapter 1 of the collection of "Best Practices for Meeting DNR General Public Waters Work Permit GP 2004-0001"

http://www.dnr.state.mn.us/waters/watermgmt_section/pwpermits/gp_2004_0001_manual.html.

RESTORATION OF VEGETATION: On areas of disturbed soil adjacent to Public Waters, final vegetation plans should include native species suitable to the local habitat. This may include trees, shrubs, grasses, and/or forbs. Project design should utilize MnDOTs 'Vegetation Establishment Recommendations' and 'Native Seed Mix Design for Roadsides' (<https://www.dot.state.mn.us/environment/erosion/vegetation.html>), or utilize the native recommendations as developed by BWSR (<https://bwsr.state.mn.us/vegetation-establishment-and-management>). In addition, for meeting DNR concerns, shoreline revegetation may include native woody vegetation (trees and shrubs) in addition to native grasses and/or forbs.

TEMPORARY IMPACTS DURING CONSTRUCTION: Construction methods not finalized at the time of project review shall be submitted for review and approval at a later date. Temporary work below the Ordinary High Water (OHW) elevation, such as channel diversions, placement of temporary fill, structures for work pads/dock walls, bypass roads, coffer dams, or staging areas to aid in the demolition or construction of any authorized structure shall be submitted for review and approval in writing by the DNR Transportation Hydrologist or Area Hydrologist prior to beginning work. This is normal procedure for bridge or culvert projects as we recognize that final project designs are often posted for bid without final construction/ demolition plans. The following conditions must be met:

A. AQUATIC INVASIVE SPECIES - EQUIPMENT DECONTAMINATION: All equipment intended for use at a project site must be free of prohibited invasive species and aquatic plants prior to being transported into or within the state and placed into state waters. All equipment used in designated infested waters, shall be inspected by the Permittee or their authorized agent and adequately decontaminated prior to being transported from the worksite. The DNR is available to train inspectors and/or assist in these inspections. For more information refer to the "Best Practices for Preventing the Spread of Aquatic Invasive Species" at

http://files.dnr.state.mn.us/publications/ewr/invasives/ais/best_practices_for_prevention_ais.pdf. Contact your regional Invasive Species Specialist for assistance at www.mndnr.gov/invasives/contacts.html. A list of designated infested waters is available at <https://www.dnr.state.mn.us/invasives/ais/infested.html>. A list of prohibited invasive species is available at <https://www.dnr.state.mn.us/invasives/laws.html#prohibited>

B. WORK EXCLUSION DATES FOR FISH SPAWNING AND MOVEMENT: Work within Public Waters may be restricted due to fish spawning and migration concerns. Dates of fish spawning and migration vary by species and location throughout the state. Specific dates for each DNR Region may be found on page 3 of Chapter 1 of in the manual: Best Practices for Meeting DNR General Waters Work Permit GP2004-0001.

http://www.dnr.state.mn.us/waters/watermgmt_section/pwpermits/gp_2004_0001_manual.html. Work in the water is not allowed within these dates. The DNR Transportation Hydrologist, Area Hydrologist, or Area Fisheries Supervisor shall be contacted about waiving work exclusion dates where work is essential or where MnDOT demonstrates that a project will minimize impacts to fish habitat, spawning, and migration. The MPCA NPDES general permit for authorization to discharge stormwater associated with construction activities (Permit MN R10001) recognizes the DNR "work in water restrictions" during specified fish migration and spawning time frames for areas adjacent to water. During the restriction period, all exposed soil areas that are within 200 feet of the water's edge and drain to these waters, must have erosion

GENERAL PERMIT CONDITIONS *(Continued from previous page)*

prevention stabilization activities initiated immediately after soil disturbing activity has ceased, be completed within 24 hours, and maintained for the duration of the project.

C. HYDROLOGIC MODELING: Hydrologic modeling of temporary fill or temporary structures may be required by DNR Transportation Hydrologist or Area Hydrologist in order to evaluate impacts to the 100-yr (1% chance) flood elevation. Contingency plans may also be required to ensure all construction equipment and unsecured construction materials are moved out of the floodplain to prevent impacts to the 100-yr (1% chance) flood elevation or from being swept away by flood waters.

D. TEMPORARY FILL: If approved, temporary fill shall be free of organic material or any material that may cause siltation or pollute the waterbody. All such material shall be removed and the area restored to pre-existing profiles prior to project completion.

E. WETLAND PROTECTION: Should MnDOT or its contractors chose to do work in association with this project that is outside MnDOT project area right-of-way (EG excavation, grading, fill, vegetation alterations, utility installations, etc), they must obtain a signed statement from the property owner stating that permits required for work have been obtained or that a permit is not required, and mail a copy of the statement to the regional DNR Enforcement office where the proposed work is located. The Landowner Statement and Contractor Responsibility Form can be found at:
<https://bwsr.state.mn.us/wca-forms-and-templates>

F. STORAGE/STOCKPILES: Project materials must be deposited or stored in an upland area, in a manner where the materials will not be deposited into the public water by reasonably expected high water or runoff.

G. NAVIGATION: All work on navigable waters shall be so conducted that free navigation of waterways will not be interfered with, except as allowed by permits issued by the proper public authority. See MnDOT Standard Specifications for Navigable Waters (spec #1709) of MnDOT Standard Specifications for Construction, 2018 edition, or its successor:
<http://www.dot.state.mn.us/pre-letting/spec> .

H. EROSION PREVENTION AND SEDIMENT CONTROL: In all cases, erosion prevention and sediment control methods that have been determined to be the most effective and practical means of preventing or reducing sediment from leaving the worksite shall be installed in areas that are within 200 feet of the water's edge and drain to these waters, and on worksite areas that have the potential for direct discharge due to pumping or draining of areas from within the worksite (EG coffer dams, temporary ponds, stormwater inlets). These methods, such as mulches, erosion control blankets, temporary coverings, silt fence, silt curtains or barriers, vegetation preservation, redundant methods, isolation of flow, or other engineering practices, shall be installed concurrently or within 24 hours after the start of the project, and shall be maintained for the duration of the project in order to prevent sediment from leaving the worksite. Due to entanglement issues with small animals, any use of erosion control blanket shall be limited to 'bio-netting' or 'naturalnetting' types (such as category 3N or 4N, as identified in 2018 MnDOT Standards Specifications for Construction, or its successor), and specifically not allow plastic mesh netting. Also be aware that hydro-mulch or hydro-seed products may contain small plastic fibers to aid in its matrix strength. These loose fibers could re-suspend and be transported to Public Waters. As such, mulch products containing plastic fiber additives should not be used in areas that drain to Public Waters. DNR requirements may be waived in writing by the authorized DNR staff based on site conditions, expected weather conditions, or project completion timelines.

I. MPCA WATER QUALITY REQUIREMENTS: MPCA administers the requirements of the National Pollutant Discharge Elimination System and the State Disposal System (NPDES/SDS) requirements. To ensure state water quality standards during construction are not violated, check with the MPCA Stormwater Program www.pca.state.mn.us/stormwater for permit application requirements, pollution prevention guidance documents, and additional measures required for work in Special or Impaired Waters.

J. TEMPORARY DEWATERING: A separate water use permit is required for withdrawal of more than 10,000 gallons of water per day or 1 million gallons per year from surface water or ground water. GP1997-0005 (temporary water appropriations) covers a variety of activities associated with road construction and should be applied if applicable. An individual appropriations permit may be required for projects lasting longer than one year or exceeding 50 million gallons. Information is located at: http://www.dnr.state.mn.us/waters/watermgmt_section/appropriations/permits.html .

K. PROTECTION OF VEGETATION: If DNR Ecological & Water Resources staff determine that Native Plant Communities, Sites of Biodiversity Significance, other Areas of Environmental Sensitivity are present in or adjacent to Public Waters (or included in mitigation agreements), precautions must be implemented to ensure protection, restoration, and/or enhancement of these areas. This may include, but is not limited to the following: (1) Place temporary fence or equivalent at locations adjacent to areas designated to be preserved in order to prevent parking, utility relocation work,

GENERAL PERMIT CONDITIONS *(Continued from previous page)*

storage area use, or other unnecessary construction activities; and (2) revegetate disturbed adjacent soil with native species suitable to the local habitat. Use of MnDOT Specifications for Protection and Restoration of Vegetation, Standard Construction Specification #2572 (2018 edition, or its successor) will ordinarily meet these requirements.

L. NESTING BIRDS/ROOSTING BATS: MnDOT shall adhere to existing state and federal protection programs. Should active nests or roosting bats be encountered on the project, contact the MnDOT Wildlife Ecologist located in MnDOT Office of Environmental Stewardship (ph; 651-366-3605), for specific guidance and coordination with DNR and U.S. Fish and Wildlife Service.

cc: Soberg, Jon, Contact; MN Department of Transportation - Primary
MN Department of Transportation, Landowner or Government Unit



MnDOT Contract #: 1046923

**STATE OF MINNESOTA
INTERAGENCY CONTRACT**

State Project (SP) Number: 8816-2627

Trunk Highway (TH) Number: I-94

Two access points on state fiber located on I-94

This Contract is between the Minnesota Department of Transportation ("MnDOT") and MNIT Services ("MNIT").

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 Expiration Date: This Contract will expire on 06/30/2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A is attached and incorporated into this Contract.

2. Scope of Work

- 2.1 Pursuant to State Statute 16E.18, MNIT operates and maintains State of Minnesota fiber corridor on I-94.
- 2.2 MNDOT requested 2 additional access points to be spliced into the fiber cable on I-94. One at mile point 5.5, a second at mile point 9.25
- 2.3 MnDOT will provide MNIT with a payment covering the cost of splicing and testing for these two additional access points.

3. Consideration and Payment

- 3.1 MnDOT will pay for MNIT's cost to splice and test 2 access points for SP 8816-3637. See Exhibit A for more information.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MNIT under this Contract will not exceed \$9,048.30.

4. Conditions of Payment

- 4.1 All services provided by MNIT under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MNIT invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MNIT within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MNIT within 30 days of receipt of such invoice.
- 4.3 MNIT must create and enter an invoice in SWIFT.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

5. Contract Personnel

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: Ralph Adair, or successor
Telephone: 651-234-7027
Email: ralph.adair@state.mn.us

5.2 MNIT's Authorized Representative will be:

Name/Title: Jim Johnson, or successor
Telephone: 651-201-1016
Email: jim.e.johnson@state.mn.us

6. Amendments

- 6.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

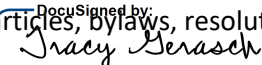
8. Termination

- 8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

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MNIT

MNIT certifies that the appropriate person(s) have executed the contract on behalf of MNIT as required by applicable articles, bylaws, resolutions or ordinances.

By:  _____
58BF08075AF0441...

Title: Procurement Director _____

Date: 5/6/2021 _____

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

**COMMISSIONER OF TRANSPORTATION**

By: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

Exhibit A



Estimator: Jimmy Schermer
Area Manager

500 County Road 37 East Maple Lake MN 55358
 Cell: 612-919-5510 Office: 320-963-2427
jschermer@mpnexuslevel.com
 Fax: 320-963-2439

PROPOSAL SUBMITTED TO MNiT Services		PHONE 651-201-1044	DATE 4/7/2021
ADDRESS 658 Cedar Street		JOB NAME Moorhead RTMC tie in	
CITY, STATE AND ZIP CODE St Paul MN 55155		JOB LOCATION SP# 840 & SP# 9	
CONTACT Trent Knutson	E-MAIL ADDRESS trent.knutson@state.mn.us	CELL NUMBER 612-490-5497	

We hereby submit specifications and estimates for:

~ **SPLICE POINT 840 ADD NEW EXPANSION KIT TO EXISTING 3M ENCLOSURE**
ADD NEW RTMC CABLE AND SPLICE PER DOCUMENT - NIGHT

~ **SPLICE POINT 9 PROVIDE AND INSTALL NEW COMMScope ENCLOSURE**
ONTO BACKBONE AND ADD RTMC CABLE, SPLICE PER DOCUMENT - NIGHT

~ **TEST FIBER BETWEEN RTMC ACCESS PANEL UPTO 4 LOCATIONS WITH**
MNIT REP ESCORT. OTDR AND OLTS RESULTS DAYTIME

~ **MATERIAL, MOB, ROOMS AND PER DEIM INCLUDED**

\$ 9,048.30

We Propose hereby to supply -- complete in accordance with above specifications, for the sum of:

NINE THOUSAND FORTY EIGHT & .30/100----- dollars (\$9,048.30)

Payment to be made as follows:

Terms: 30 Days, 1.5 percent per month (18 percent annual will be charged on past due balances)

All material is guaranteed to be as specified. All work to be done in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owners carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature:

Todd Wolff - Regional Vice President

Note: This proposal may be
 withdrawn if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____

**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Federal Project Number: N/A

State Project Number (SP): N/A

Trunk Highway Number (TH): N/A

Project Identification: Chemical Analysis of MnDOT Environmental Samples Collected

This contract is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Health (“MDH”).

Recitals

1. MDH provides analytical services as outlined in the [Environmental Laboratory Sampling and Analysis Guide](#) document, which is made available to clients at the [Environmental Laboratory](#) internet page. Additional services not listed in the [Environmental Laboratory Sampling and Analysis Guide](#) can be provided with mutual agreement between MDH and its partner.
2. The [Environmental Laboratory Sampling and Analysis Guide](#) lists the methods used for the analytical services provided by MDH. The methods are approved for use by the regulatory requirements found in Title 40 of the Code of Federal Regulations (CFR). The technologies used by MDH follow the requirements specified in the approved methods. When a regulatory requirement does not exist for analytical services provided, MDH will utilize a method and technology appropriate to the services being offered and agreeable to the partner.

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective July 1, 2021 or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2022 or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Types 1071 and 2195.
- 2.2. Duties of MDH
 - 2.2.1. MDH will provide analytical services testing water and other environmental samples that will be collected and submitted to MDH by MnDOT for the constituents listed under the heading “Analysis Name” in the Minnesota Department of Health Public Health Laboratory Division FY 2021 Price List, which is attached to and incorporated into this Agreement as Exhibit A.
 - 2.2.2. MDH will handle, store, and analyze the submitted environmental samples according to the applicable standards promulgated by the United States Environmental Protection Agency (EPA).
 - 2.2.3. MDH will provide MnDOT with the completed analysis for all submitted environmental samples within 21 business days after receipt.
 - 2.2.4. If an analysis is specified on the Chain of Custody form as being a priority analysis, MDH will provide MnDOT with the completed analysis for the priority submitted environmental sample within 10 business days after receipt.
 - 2.2.5. With written consent from both parties, the methods MDH analysts use to test samples may be altered from those listed in Exhibit A, as long as the change is compliant with federal regulations and the change does not affect the overall budget.

- 2.2.6. MDH will perform environmental sample analysis pursuant to this Agreement using methods approved by the applicable regulations or required by the applicable permits.
 - 2.2.7. MDH will provide MnDOT with the following materials and equipment:
 - i. Bottles, bottle labels, chemical preservatives, and all other materials and supplies necessary for MnDOT to properly collect samples for analysis.
 - ii. When replacement sample collection materials are needed, MnDOT will notify MDH one week in advance with the amount and type of materials required.
 - iii. MDH will update and keep current the published guidelines concerning the number and type of bottles needed for each type of test and other information needed to prepare samples prior to submittal available at: [Environmental Laboratory Sampling and Analysis Guide](#)
 - 2.2.8. MDH will maintain a quality control program consistent with EPA guidelines, and its Public Health Laboratory shall maintain its current EPA Certification for drinking water analysis.
 - 2.2.9. MDH will grant the MnDOT Authorized Representative access to MDH's Premium Element ClientConnect system, which will enable MnDOT to access MnDOT's data from reviewed to completion.
 - 2.2.10. MDH will, in consultation with MnDOT, develop a method by which environmental sampling results data may be electronically transferred from MDH's computerized data repositories directly to MnDOT's chemical and environmental computer data storage system. No additional compensation is contemplated for this project pursuant to this Agreement.
 - 2.2.11. MDH will retain all raw and supporting data generated pursuant to this Agreement, consistent with all applicable retention schedules, or five years, whichever is longer.
 - 2.2.12. MDH will destroy all samples received from MnDOT pursuant to this Agreement consistent with current MDH disposal policies.
 - 2.2.13. MDH, if it fails to analyze any sample pursuant to Sections 2.1.2 or 2.1.3 above, will notify the MnDOT Authorized Representative by e-mail as soon as possible, but no later than 4:00 pm of the next business day. MDH will nonetheless complete the analysis with regards to any such sample, if possible, unless MnDOT advises otherwise. MnDOT will retain the right to accept the results and pay the regular fee, or reject the results and not pay any fee for any such sample.
 - 2.2.14. MDH will maintain laboratory analysis reports pertaining to the samples analyzed pursuant to this Agreement in a way which will identify, deliver, and report separately the results of analyses conducted on the samples collected from MnDOT's Office of Environmental Services (OES) Projects (**Source Type 1071**), and MnDOT's Metro Projects (**Source Type 2195**).
 - 2.2.15. MDH will permit MnDOT to inspect any laboratory data logs at MnDOT's request.
- 2.3. Duties of MnDOT
- 2.3.1. MnDOT will collect samples and deliver the samples via in-person drop-off or the use of any courier service specified by MnDOT to MDH's Environmental Laboratory for analysis.
 - 2.3.2. MnDOT will be responsible for all sample shipping and delivery costs and expenses.
 - 2.3.3. Every sample delivered by MnDOT will be accompanied by a Chain of Custody form that meets all requirements of the current MDH [Sample Acceptance Policy](#).
 - 2.3.4. All information on the Chain of Custody form will be recorded in indelible ink with any changes lined through such that the original entry is visible and include the date and initials of the person making the change.
 - 2.3.5. When multiple analytical methods are available, MnDOT will identify on the Chain of Custody form which method MDH should use for sample analysis. If none is specified, MDH will contact MnDOT for method clarification prior to sample processing.

3. Consideration and Payment

- 3.1. MDH will be paid as follows:
 - 3.1.1. The cost of the work performed by MDH on water samples will be based on summation of the fixed price for each chemical analysis as listed in Exhibit A.
 - 3.1.2. MDH will submit to MnDOT a monthly invoice containing a tabulation that separately lists the number of analyses completed for each constituent.
 - 3.1.3. MDH will not exceed the costs listed below:
 - i. MnDOT's OES Projects (DD): \$2,000.00
 - ii. MnDOT's Metro Tunnel Project (DR): \$2,743.00
 - 3.1.4. The table of fixed costs for individual chemical analyses listed in Exhibit A will remain in effect during the effective period of this Agreement.
 - 3.1.5. The cost of analysis performed by MDH for parameters not listed in Exhibit A, for underwater bottom samples and for monitoring, evaluating and advice as to the adequacy of the test sample analysis quality control programs of MnDOT and/or private laboratory retained by MnDOT, will be added to the monthly costs tabulation and is listed in Exhibit A under Administrative consult.
 - 3.1.6. Charges for priority work as noted in Section 2.2.4. of this Agreement will be based on the standard charge listed in Exhibit A for the analysis plus an additional 50percent surcharge.
 - 3.1.7. MDH will invoice MnDOT, and MnDOT will pay to MDH, such direct expenses incurred by MDH for:
 - i. The purchases of containers, materials and supplies as will be required by MnDOT to facilitate the collection of samples for submission to MDH, but not analyzed by MDH.
 - ii. Any other services from MDH to MnDOT pursuant to this Agreement, as mutually agreeable between MDH and MnDOT, provided the budget for this Agreement is not exceeded.
 - 3.1.8. MnDOT will not pay for any sample analyzed in the event that sample is not analyzed pursuant to the terms and conditions of this Agreement.
 - 3.1.9. Lab processing fee, equipment fee and agency indirect is included in the analysis cost listed in Exhibit A.

4. Terms of Payment MnDOT will make payment within 30 days after MDH has presented invoices for services performed or goods or materials supplied to MnDOT. All services provided by MDH pursuant to this Agreement will be performed to the satisfaction of MnDOT as determined by MnDOT's Project Manager and Authorized Representative.

- 4.1. MDH will use the format set forth in MDH Invoice Form, which is attached to and incorporated into this Agreement as Exhibit B, accompanied by tabulation as required by Section 3.12 when submitting invoices. Invoices for payment will be submitted by the 15th of every month.
- 4.2. Payment will be based on the deliverables provided and made upon receipt of invoices from MDH.
- 4.3. An invoice summary will be provided from MDH to MnDOT for review prior to a final invoice being generated. MnDOT will have 5 business days to review this summary, and must notify MDH of any discrepancies during this time period.
- 4.4. The rates for individual analysis as listed in Exhibit A and for analysis for parameters listed in Section 3 of this Agreement are subject to final audit.
- 4.5. The total obligation of MnDOT for all compensation and reimbursement to MDH under this Agreement will not exceed \$4,743.00.

5. Conditions of Payment

- 5.1. All services provided by MDH under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 5.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MDH invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MDH within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MDH within 30 days of receipt of such invoice.
- 5.3. MDH must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.
- 5.4. MDH will create an invoice and enter it in the Statewide Integrated Financial Tools ("SWIFT").
- 5.5. MnDOT will make payment using the bilateral netting process in SWIFT.

6. Authorized Representatives

- 6.1. MnDOT's Authorized Representative will be:
Name/Title: Nicole Peszynski/Contract Administrator
Address: Minnesota Department of Transportation
Consultant Services Section, Mail Stop 680
395 John Ireland Boulevard, Saint Paul, Minnesota 55155
E-Mail: nicole.peszynski@state.mn.us
- 6.2. MnDOT's Project Manager will be:
Name/Title: Harold Bottolfson/State Program Administrator, Principal
Address: Minnesota Department of Transportation
Environmental Stewardship Section, Mail Stop 660
6000 Minnehaha Avenue, Saint Paul, Minnesota 55164-0899
Telephone: 651-366-5812
E-Mail: Harold.bottolfson@state.mn.us
- 6.3. MDH Authorized Representative will be:
Name/Title: Paul Moyer/Environmental Lab Manager
Address: Minnesota Department of Health
601 Robert Street, Saint Paul, Minnesota 55164
Telephone: 651-201-5669
E-Mail: paul.moyer@state.mn.us

7. Amendments

- 7.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

8. Liability

- 8.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

9. Termination

- 9.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

10. Plain Language; Accessibility Standards

- 10.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MDH must provide all deliverables in “Plain Language”. Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MDH will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 10.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MDH agrees to comply with the State of Minnesota’s Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MDH’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MDH will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.
- 11. Title VI/Non-discrimination Assurances.**
- 11.1. The MDH agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The MDH will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the MDH’s compliance with this provision. The MDH must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the MDH’s staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

[Minnesota Department of Health]

Signed: _____

Title: Todd Goetze, Accounting Director

Date: 5.25.2021

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Minnesota Department of Health

Public Health Laboratory Division

FY 2022 Price List

General Chemistry

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Alkalinity, Bicarbonate as CaCO_3 ¹	SM 2320 B 22 nd ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity, Carbonate as CaCO_3 ¹	SM 2320 B 22 nd ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity as CaCO_3	SM 2320 B 22 nd ED SM 2320 B-2011	Drinking Water Non-potable Water	20
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	20
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	20
Bromide	EPA 300.1	Drinking Water Non-potable Water	20
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	20
Chlorophyll <i>a</i>	SM 10200 H-2011	Non-potable Water	45
Chlorophyll <i>a</i> Lab Filter	SM 10200 H-2011	Non-potable Water	70
Conductivity	SM 2510 B 22 nd ED SM 2510 B-2011	Drinking Water Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water Non-potable Water	100
Cyanide, Free	SM 4500-CN ⁻ F 22 nd ED	Drinking Water	35
Dissolved Organic Carbon (DOC)	SM 5310 C 22 nd ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Fluoride	SM 4500-F ⁻ C 22 nd ED SM 4500-F ⁻ C-2011	Drinking Water Non-potable Water	20
Fluoride, Dissolved	SM 4500-F ⁻ C 22 nd ED SM 4500-F ⁻ C-2011	Drinking Water Non-potable Water	20

¹ Calculation. Requires Total Alkalinity & pH for analysis.

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	Drinking Water Non-potable Water	40
Total Kjeldahl Nitrogen, Dissolved (TKN)	EPA 351.2	Drinking Water Non-potable Water	40
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Nitrate + Nitrite	EPA 353.2	Drinking Water Non-potable Water	19
Nitrate + Nitrite, Dissolved	EPA 353.2	Drinking Water Non-potable Water	19
Nitrite	SM 4500-NO ₂ ⁻ B 22 nd ED SM 4500-NO ₂ ⁻ B-2011	Drinking Water Non-potable Water	30
Nitrite, Dissolved	SM 4500-NO ₂ ⁻ B 22 nd ED SM 4500-NO ₂ ⁻ B-2011	Drinking Water Non-potable Water	30
Orthophosphate	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	25
Orthophosphate, Dissolved	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	25
Pheophytin <i>a</i>	SM 10200 H-2011	Non-potable Water	15
Phosphorus, Total	EPA 365.1	Drinking Water Non-potable Water	20
Phosphorus, Dissolved	EPA 365.1	Drinking Water Non-potable Water	20
Silica	SM 4500-SiO ₂ C 22 nd ED SM 4500-SiO ₂ C-2011	Drinking Water Non-potable Water	40
Silica, Dissolved	SM 4500-SiO ₂ C 22 nd ED SM 4500-SiO ₂ C-2011	Drinking Water Non-potable Water	40
Solids, Suspended (TSS)	SM 2540 D 22 nd ED SM 2540 D-2011	Drinking Water Non-potable Water	25
Solids, Suspended Volatile (TSVS) ²	SM 2540 E 22 nd ED SM 2540 E-2011	Drinking Water Non-potable Water	40
Solids, Total Dissolved (TDS)	SM 2540 C 22 nd ED SM 2540 C-2011	Drinking Water Non-potable Water	40
Solids, Total (TS)	SM 2540 B 22 nd ED SM 2540 B-2011	Drinking Water Non-potable Water	30
Solids, Total Volatile (TVS) ²	SM 2540 E 22 nd ED SM 2540 E-2011	Drinking Water Non-potable Water	50
Sulfate	EPA 300.1	Drinking Water Non-potable Water	20
Total Organic Carbon (TOC)	SM 5310 C 22 nd ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Turbidity	SM 2130 B 22 nd ED	Drinking Water	20

² Includes price of Total Suspended Solids or Total Solids analysis.

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
	SM 2130 B-2011	Non-potable Water	
UV Absorbance @ 254 nm	SM 5910 B 22 nd ED SM 5910 B-2013	Drinking Water Non-potable Water	35
UV Absorbance @ 440 nm	MDH	Drinking Water Non-potable Water	35
UV Absorption, specific ³	Calculation	Drinking Water Non-potable Water	0

Microbiology

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Coliform – MPN – QT	SM 9223 B 22 nd ED	Drinking Water	26
Coliform – PA	SM 9223 B 22 nd ED	Drinking Water	18
Coliform – PA (Surface Source Waters)	SM 9223 B 22 nd ED	Drinking Water	18
E. coli – MPN – QT	SM 9223 B-2004	Non-potable Water	26

³ Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

Metals

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Aluminum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cadmium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Calcium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt, Dissolved	EPA 200.8	Drinking Water	16

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
	EPA 200.8, EPA 6020	Non-potable Water	
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Hardness	SM 2340 B 22 nd ED SM 2340 B-2011	Drinking Water Non-potable Water	16
Hardness, Dissolved (6010B)	SM 2340B-2011	Non-potable Water	16
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	16
Iron, Low Level Dissolved	EPA 200.7	Drinking Water Non-potable Water	16
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Mercury	EPA 245.1	Drinking Water Non-potable Water	67

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Mercury, Dissolved	EPA 245.1	Drinking Water Non-potable Water	67
Mercury, Methyl	EPA 1630	Non-potable Water	150
Mercury, Methyl Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Dissolved Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	10
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Tin	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Tin, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Vanadium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

Radiochemistry

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Alpha and Beta, gross	MDH	Air Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	80
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	75
Gamma	SM 7120 B 22 nd ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	130
Gamma	SM 7120 B-2011	Non-potable Water	130
Ni-63 Wipes	MDH	Wipe	45
Radium 226/228	EPA 903.0/904.0	Drinking Water	220
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85

Organic Chemistry

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
1,4-Dioxane	MDH	Drinking Water Non-potable Water	125
Carbamates in Water	EPA 531.2	Drinking Water	145
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	145
Glyphosate in Water	EPA 547	Drinking Water	125
HAA in Water	EPA 552.3	Drinking Water	230
Herbicides in Water	EPA 515.4	Drinking Water	240
PFAS in Water	EPA 533	Drinking Water Non-potable Water	375
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	285
THMs in Water	EPA 524.3	Drinking Water	85
VOCs in Water 524, Low Level	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260D	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260D	Drinking Water Non-potable Water	95

Biomonitoring and Emerging Contaminants

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Blood Metals	MDH	Biological Materials	TBD ⁴
BTZs and BTHs in Water	MDH	Non-potable Water	TBD ⁴
BPA and BPS in Solids	MDH	Solid and Chem. Mat.	TBD ⁴
Creatinine in Urine	MDH	Biological Materials	TBD ⁴
Cyanide in Whole Blood	MDH	Biological Materials	TBD ⁴
Designer Drug Panel	MDH	Biological Materials	TBD ⁴
Drugs in Water	MDH	Non-potable Water	TBD ⁴
Environmental Phenols in Urine	MDH	Biological Materials	TBD ⁴
Fatty Acids in Plasma	MDH	Biological Materials	TBD ⁴
Formaldehyde	MDH	Non-potable Water Solid and Chem. Mat.	TBD ⁴
HBCD	MDH	Solid and Chem. Mat.	TBD ⁴
Hydroxy PAHs in Urine	MDH	Biological Materials	TBD ⁴
Mercury in Bloodspots	MDH	Biological Materials	TBD ⁴
Mercury in Urine	MDH	Biological Materials	TBD ⁴
Metals in Urine	MDH	Biological Materials	TBD ⁴
Multi Drug Panel	MDH	Biological Materials	TBD ⁴
Non-Targeted Analysis	MDH	Non-potable Water	TBD ⁴
Opioid Panel	MDH	Biological Materials	TBD ⁴
Pesticides in Urine	MDH	Biological Materials	TBD ⁴
PFAS in Plasma	MDH	Biological Materials	TBD ⁴
PFAS in Serum	MDH	Biological Materials	TBD ⁴
VOCs in Blood/Serum	MDH	Biological Materials	TBD ⁴

Additional Analyses for Prior Approval

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Acrylamide in Water	MDH	Drinking Water Non-potable Water	TBD ⁴
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Arsenic Speciation	MDH	Drinking Water	90
Arsenic Speciation, Dissolved	MDH	Drinking Water	90
Extractable Iron in Sediment	MDH	Solid and Chem. Mat.	45
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD ⁴
Microcystin	Abraxis Method 520011	Non-potable Water	60
Microcystin Potable	EPA 546	Drinking Water	55
Sand	Petrology of Sedimentary Rocks, 2 nd ED	Drinking Water Non-potable Water	50
Sulfide	SM 4500-S ²⁻ E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S ²⁻ J-2000	Solid and Chem. Mat.	65
Total Organic Carbon (TOC)	MDH	Solid and Chem. Mat.	22
VOCs	EPA 8260D	Solid and Chem. Mat.	TBD ⁴

⁴ Contact lab for current price.

Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Administrative Consult ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Administrative Fee ⁶	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies ⁶
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Sample Containers ⁷	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 ⁷
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract ⁸	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies ⁸

⁵ This analysis is billed on a per hour basis.

⁶ This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

⁷ Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

⁸ This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.

INVOICE NO. _____

Estimated Completion: % (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1047106

Billing Period: From _____ to _____

Contract Expiration Date: June 30, 2022

Invoice Date: _____

SP Number: N/A TH Number: N/A

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. OES Project Costs	\$2,000.00			
2. Metro Tunnel Project Costs	\$2,743.00			
Net Earning Totals:	\$4,743.00			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
2195			
Total**			

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: _____

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



MAD Project Number: 2021-132

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation-Office of Project Management & Technical Support

MAD Contact: Kristina Krull

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$55,300.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation-Office of Project Management & Technical Support (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Kristina Krull

Requesting Agency: Mollie Zauner

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 395 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$55,300.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective May 5, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until November 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Tom Styrbicki. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Digitally signed Title: by Renda E Rappa Date: 2021.05.03 10:57:14 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

Proposal

MnDOT—Pre-Letting Improvements
May 3, 2021

Proposal prepared by:

Kristina Krull
651-259-3813
Kristina.krull@state.mn.us

Kris Van Amber
651-259-3808
Kristin.van.amber@state.mn.us

Acting Enterprise Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Minnesota Department of Transportation (MnDOT) is responsible for the development of project proposals for the construction of Minnesota's road system. These proposals are let by the department for bidding by private contractors.

In 2019, the Office of Project Management & Technical Support (OPMTS) initiated an improvement effort to identify business process improvement opportunities, build and strengthen relationships among MNDOT Central Office and District project delivery staff, and recommend a framework to address future challenges and opportunities.

Recommendations from that effort included a customer service approach and process improvements in the areas of:

- Plan quality and biddability
- The role and importance of negative float
- Streamlining electronic and paper resources
- Level of review for plans

The current pre-letting process focuses many contract development responsibilities on central office experts that have limited control to balance workloads and deal with quality or delivery issues. This has resulted in high stress and tension between groups, excessive overtime to get projects let on time, shorter ad periods, and shifted lettings. MnDOT asked Management Analysis and Development (MAD) to help them determine how to improve the plan turn in, advertising, and letting date processes.

Products

MAD would provide process maps of the future state, a summary of newly defined roles and responsibilities, and other project summary documentation as needed, in addition to facilitation and other consultation as described in the activities table below.

Activities, Timeline, and Project Costs

The overall timeline for the project would be May 5, 2021 (or when the interagency agreement is signed) through November 30, 2021. If the interagency agreement is not signed by May 5, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table on the following page outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.

Activities	Hours
Collect and organize information. (May-July) <ul style="list-style-type: none"> Schedule, conduct, and document up to 20 interviews with MnDOT staff. Research, collect, and review relevant documents, including statute and MnDOT policies. Synthesize and organize information for the next phase. Meet with steering team periodically to review and adjust data collection work. 	130
MnDOT leaders plan changes to the process to improve the process. (July-August) Plan, facilitate, and document: <ul style="list-style-type: none"> One two-hour meeting to review the plan and develop next steps. One two-hour project team kick-off meeting to review project and design meeting agendas. Four six-hour, sequenced meetings to design the future state process and work through which changes need to be made, and how they should be made. 	160
MnDOT and MAD finalize documentation and implementation recommendations, and plan next steps. (September-October)	45
Subtotal	335
Project management, including client communication (18%)	60
Total hours	395
Total costs (total hours times \$140)	\$55,300

Clients and Consultants

The primary client contact would be Tom Styrbicki, Project Management and Technical Support Office Director. The MAD project lead would be Kristina Krull; Kris Van Amber would also provide services to the client.

Client Responsibilities

The client would provide background materials, provide names and contact information for interview participants and research contacts, and schedule meetings and assist with meeting logistics if needed. The client would communicate with staff and other stakeholder participants about project activities and goals and would encourage participation. Project timing may be dependent on client staff availability.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups and would not have access to any data that identifies individuals.

Billing and Cost Calculations

Management Analysis and Development's billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Federal Project Number: N/A

State Project Number (SP): 2785-433

Trunk Highway Number (TH): 494

Project Identification: I-494 Minnesota River Mussel Survey

This contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR").

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on January 31, 2022, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Type 1150.
- 2.2. DNR will perform the duties and provide the deliverables described in Exhibit A.

3. Consideration and Payment

- 3.1. DNR will be paid as follows: a Lump Sum amount of \$20,000.00 upon completion and MnDOT's acceptance of all services.
- 3.2. DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DNR under this contract will be \$20,000.00.

4. Conditions of Payment

- 4.1. All services provided by DNR under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3. DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative will be:
 - Name/Title: Nicole Peszynski/Contract Administrator
 - Address: Minnesota Department of Transportation

Consultant Services Section, Mail Stop 680
395 John Ireland Boulevard, Saint Paul, Minnesota 55155
E-Mail: nicole.peszynski@state.mn.us

5.2. MnDOT's Project Manager will be:

Name/Title: Ryan Foley/Fish and Wildlife Specialist
Address: Minnesota Department of Transportation
Environmental Stewardship Section, Mail Stop 620
395 John Ireland Boulevard, Saint Paul, Minnesota 55155
Telephone: 651-366-3597
E-Mail: ryan.foley@state.mn.us

5.3. DNR Authorized Representative will be:

Name/Title: Bernard Sietman/Research Scientist-Malacologist
Address: Minnesota Department of Natural Resources
DNR Lake City Office
2109 Lakeshore Drive South
Lake City, Minnesota 55041
Telephone: 651-314-6305
E-Mail: Bernard.sietman@state.mn.us

6. Amendments

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. Plain Language; Accessibility Standards

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, DNR must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, DNR will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, DNR agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DNR's

compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, DNR will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10. Title VI/Non-discrimination Assurances.

- 10.1. The DNR agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The DNR will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the DNR's compliance with this provision. The DNR must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the DNR's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

DEPARTMENT OF NATURAL RESOURCES

Signed: _____

Title: **Deputy Director** _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Mussel Survey Scope of Work

Project Overview

During the project development process for MnDOT State Project 2785-433 the DNR and U.S Fish and Wildlife Service indicated that there is potential for the project to impact rare mussel resources in the vicinity of bridge #9217E and #9217W and, as a result, required that a mussel survey be completed to accurately assess the project's potential impacts.

The mussel survey will consist of up to two phases, both of which will be performed by DNR biologists. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area in which the mussel survey is to be performed. The Project Manager will approve of any changes to the survey limits suggested by the DNR survey team or by the DNR's Endangered Species Coordinator.

Task

Level I Mussel Survey - The first phase of the survey will be to estimate mussel abundance as catch per unit effort and characterize species composition, specifically to identify any protected species present. The protocol to be followed is provided below.

Level II Mussel Survey - If more than one mussel/minute or a listed species is collected and the DNR Endangered Species Coordinator recommends the need for further investigation, a Level II Mussel Survey will be authorized.

Project Schedule

Mussel surveys and related activities will only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract and deliverables will be due by December 1, 2021, unless otherwise approved by the MnDOT Project Manager.

Reporting

MnDOT will require a written survey findings report to be submitted following survey completion. Report components are listed in the Methods/Tasks Section below. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

LEVEL I MUSSEL SURVEY TO ESTIMATE MUSSEL ABUNDANCE AND CHARACTERIZE SPECIES COMPOSITION

Methods

- The DNR will be responsible for the acquisition of the appropriate state/federal permits.
- The DNR will be responsible for the acquisition of all necessary equipment.

A. Level I Survey area:

1. The main channel of the Minnesota River and the side channel separating the main channel and Gun Club Lake.

2. Survey extents will include the bridge footprint as well as 300 ft. upstream and downstream of the bridge driplines (total survey length of approximately 750 ft.).

B. Level I Survey methods:

1. Conduct qualitative surveys at a frequency of at least one per every 20,000 square feet of project impact zone. Distribute surveys across the impact area, concentrating on areas with suitable mussel habitat, especially shorelines and drop-offs. Without compromising the safety of the surveyor, Level I Surveys should leave no more than 100 feet between the edges of any two adjacent survey areas or between the edge of a survey area and the edge of the project impact zone. If more than one mussel/minute or a listed species is collected, a Level II Survey will be required.

2. Each qualitative survey will be of 20 minutes in duration. Searches will be conducted by feel, wading in shallow water and using self-contained underwater breathing apparatus (SCUBA) in deeper water, methodically covering the survey area. All mussels found will be identified to species with one example of each species found within a survey photographed. All mussels handled will be returned to the substrate. Specimens of live endangered or threatened mussels must be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Where the substrate is very compacted cobble, a hole just large enough to receive the animal to a depth of $\frac{3}{4}$ of its length should be excavated and the mussel placed into it with the posterior end (siphons) up. Other species will be returned to the substrate from the water surface.

3. The Level I survey will include a shoreline search for evidence of mussel presence as indicated by recently dead shells.

4. If a federally listed mussel species is encountered during a Level One Survey, the surveyor will contact Ryan Foley, MnDOT Fish and Wildlife Specialist, Ryan.Foley@state.mn.us.

C. Level I Survey report will include, at a minimum:

1. Detailed description of methods used
2. Map or aerial photo clearly identifying the location of each survey area
3. Composition of substrate, depth, and other physical conditions within each survey area
4. List of live and dead mussel species found within each survey area
5. Total number of mussels encountered per minute within each survey area
6. One photograph of an example of each species found during the survey
7. One photograph of each specimen of any federally listed species found during the survey
8. Species and number of any recently dead shells found during shoreline search
9. Cumulative species curve that demonstrates the probability that all species present in the survey area were collected during the survey

Deliverables

DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

LEVEL II MUSSEL SURVEY PROTOCOL TO ESTIMATE THE NUMBER OF EACH SPECIES OF MUSSEL PRESENT

IF IT IS DETERMINED THAT A LEVEL II MUSSEL SURVEY IS REQUIRED, THE METHODS AND TASKS IDENTIFIED BELOW WILL BE FOLLOWED, THE CONTRACT WILL BE AMENDED, AND THE COMPENSATION WILL BE ADJUSTED ACCORDINGLY

Methods

- The DNR will be responsible for the acquisition of the appropriate state/federal permits.
- The DNR will be responsible for the acquisition of all necessary equipment.

A. Level II Survey area

1. Within portion of Level I survey area where mussels were collected at a rate of at least one individual per minute or where state or federal listed species were encountered

B. Level II Survey methods:

1. A systematic grid measuring no greater than 20m x 20m will be used to locate quadrat sample locations throughout the portion of the project impact zone in which the Level One Survey encountered mussels at a rate of at least one mussel per minute or where state or federal listed species were encountered. At each grid intersect, a $\frac{1}{4}$ m² total substrate quadrat sample will be collected from within a quadrat equipped with a $\frac{1}{4}$ inch mesh bag.
2. All mussels and substrate will be removed to a depth of 10-15cm, placed into the bag, and brought to the surface. All mussels found will be identified to species, measured for length, and aged by counting annual growth arrest lines. This information and the Universal Transverse Mercator (UTM) coordinates will be recorded for each quadrat. All mussels handled will be kept cool and out of the sun as much as possible and finally released in suitable habitat at least 100 ft. upstream of the area of the project impact zone. At least one photograph will be taken of each state listed species found within a quadrat.
3. The total number of quadrats sampled will be determined in consultation with DNR personnel based on the spatial scale of the site and information generated by the Level I survey.
4. If a federally listed mussel species is encountered during a Level II survey, the surveyor will contact Ryan Foley, MnDOT Fish and Wildlife Specialist, Ryan.Foley@state.mn.us.

C. Level II Survey report will include, at a minimum:

1. Detailed description of methods used
2. Map or aerial photo clearly identifying the placement of the survey grid(s) and location of each quadrat
3. Composition of substrate, depth, and other physical conditions within each quadrat
4. Number of specimens of live and dead mussel of each species found within each quadrat
5. One photograph of each state listed species found within a quadrat
6. Length and age frequencies for each species present, summarized across all quadrats

Deliverables

The DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

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INVOICE NO. _____
Estimated Completion: ____%
Final Invoice? ☐ Yes ☐ No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1047132
Contract Expiration Date: January 31, 2022
SP Number: 2785-433 TH Number: 494

Billing Period: From _____ to _____
Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount	\$20,000.00			
Net Earning Totals:	\$20,000.00			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1150			
Total**			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *May 5, 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:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$155.00 to \$165.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Deb Allen or her/his successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is Kristin Batson or her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

1. STATE ENCUMBERANCE VERIFICATION

*Individual certifies that funds have been encumbered
as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: **Nicole** Digitally signed by
Peszynski Nicole Peszynski
Date: 2021.05.12
09:17:09 -05'00'

P.O./SWIFT #: 3000588421/193722

3. DEPARTMENT OF TRANSPORTATION

Signed: **Melissa** Digitally signed by
Brand Melissa Brand
Date: 2021.05.12
09:20:53 -05'00'
(with delegated authority)

Title: Section Director, Consultant Services

Date:

2. MINNESOTA MANAGEMENT AND BUDGET

Signed: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 05-12-2021

4. MnDOT CONTRACT MANAGEMENT

By/Date: **Kyle** Digitally signed
Fisher by Kyle Fisher
Date: 2021.05.12
09:56:22 -05'00'



MAD Project Number: 2021-130

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation-Research and Innovation Office MAD Contact: Karen Gaides

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$56,140.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures
*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation - Research and Innovation Office (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Karen Gaides

Requesting Agency: Katie Walker

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 401 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$56,140.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective May 7, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until February 28, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Tim Henkel. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Digitally signed by Renda E Rappa Title: Date: 2021.04.30 11:31:46 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

Proposal

Minnesota Department of Transportation —
Research and Innovation Office Organizational Assessment
April 26, 2021

Proposal prepared by:

Karen Gaides

Karen.gaides@state.mn.us

Acting Enterprise Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Research and Innovation Office at the Minnesota Department of Transportation (MnDOT) is in a period of change and transformation. The office has relatively new director who has been with the office 1.5 years, the group was elevated from a section to an office at MnDOT and will be adding an innovation program to what the office already does. The office currently has a staffing shortage with 7-8 open positions and a hiring freeze. There are some opportunities with organizational restructuring on the team of 25. For example, the director herself has 7-8 direct reports. The director has become aware of uneven workload on the team with some people having too little to do and others working overtime. The director would also like to see a culture on the team that is more cooperative, less hierarchical with more flexibility and cross-training. There also is a need to do more comprehensive, consistent work planning.

Products

MAD would perform an organizational assessment which would help inform a new organizational structure. MAD would also facilitate the creation and documentation of a 1-2-year work plan and a business plan. MAD would also provide options for addressing cultural issues and other priority areas as a result of the organizational assessment findings.

Activities, Timeline, and Project Costs

The overall timeline for the project would be May 7, 2021 (or when the interagency agreement is signed) through February 28, 2022. If the interagency agreement is not signed by May 7, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget. The goal would be for the organizational structure recommendations to be completed by sometime in June and the work plan and business plan would be completed with a fall/early winter timeframe.

Activities	Hours
Project planning: Meet with client to discuss logistics regarding scheduling interviews and finalize MAD's draft interview questions. Plan the high-level approach and timing for the work plan and business plan development.	15
Conduct and capture notes from one-hour interviews with each member (25) of the Research and Innovation Office team.	75
Prepare a summary of interviews and provide recommendations to include role clarity, communication loops, workload division and potential organization redesign elements.	30

Activities	Hours
Work with client to prioritize recommendations, identify supports needed, and determine how to feed information into work plan and business plan to drive desired changes.	10
Work with the client to explore possibilities for changes to organizational structure. Develop recommendations for changes to organizational structure.	20
Facilitate the creation and documentation of a 1-2-year work plan for the section utilizing a strategic planning approach and other group process approaches. Ensure that the work plan is aligned with the business plan. Assist with finalizing the business plan and with developing approaches to implement the business plan. MAD would work with the client to plan this phase of the work and define deliverables. The time estimate assumes at least two half day all-staff sessions.	140
Optional organizational development activities to be determined in consultation with the client based on the prepared plans including assist with addressing cultural issues and other priority areas.	50
Subtotal	340
Project management, including client communication (18%)	61
Total hours	401
Total costs (401 total hours times \$140)	\$56,140

Clients and Consultants

The primary client contact would be Katie Walker. The MAD project lead would be Karen Gaides; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would ensure access to the staff for scheduling interviews and participating in working sessions. The client would work in partnership with MAD in all aspects of the project.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews and would not have access to any data that identifies individuals.

Billing and Cost Calculations

Management Analysis and Development's billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the

costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



MAD Project Number: 2021-139 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation-Office of Transit and Active Transportation (OTAT)

MAD Contact: Abra Pollock

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$26,460.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation-Office of Transit and Active Transportation (OTAT) (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Abra Pollock

Requesting Agency: Victoria Nill

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 189 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$26,460.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective June 1, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Melissa Brand. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Date: Digitally signed by Renda E Rappa Date: 2021.05.21 15:27:32 -05'00'
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

Proposal

Minnesota Department of Transportation—OTAT-MPTA
Workgroup Facilitation
May 13, 2021

Proposal prepared by:

Abra Pollock
(651) 259-3814

Abra.Pollock@state.mn.us

Acting Enterprise Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

Minnesota Statutes §174.247 states that the Minnesota Department of Transportation (MnDOT) must deliver an annual transit report to the legislature that contains “an analysis of public transit system needs and operating expenditures on an annual basis,” including “a methodology for identifying monetary needs.”¹ MnDOT’s Office of Transit and Active Transportation (OTAT) takes the lead on this task.

From their monthly meetings with board members and lobbyists from the Minnesota Public Transit Association (MPTA), it has become clear to OTAT leaders that differences of opinion exist between MPTA and OTAT on how to calculate transit system needs, as well as on MnDOT’s role in defining the concept. Further, historical issues in the relationship have caused some concerns around trust and each group’s interests. OTAT has asked Management Analysis and Development (MAD) to propose consulting services to facilitate the parties in working through their differences and reaching a shared understanding of how to determine transit need.

Products

The MAD consultant will produce an interview summary document as well as draft agendas for each monthly OTAT-MPTA meeting. MAD would provide additional facilitation and other consultation as described in the activities table below.

Activities, Timeline, and Project Costs

The overall timeline for the project would be June 1, 2021 (or when the interagency agreement is signed) through December 31, 2021. If the interagency agreement is not signed by May 28, 2021, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The table below outlines the anticipated activities and estimated hours for the project. MAD would work flexibly with the client to meet project goals within the overall project budget.

Activities	Hours
<p>1. Gather information: MAD will organize a project kickoff meeting with the OTAT client. After reviewing any relevant background documents, such as minutes from recent OTAT-MPTA meetings, MAD will design an interview protocol for interviewing OTAT leaders, MPTA board members, and MPTA lobbyists either individually or in pairs (up to 10 interviews). OTAT and MPTA representatives will not be interviewed together.</p> <p>MAD will conduct these interviews to understand OTAT’s and MPTA’s perspectives on the issues at hand and any underlying causes, as well as invite them to share what they hope to get out of upcoming facilitated meetings. As part of the</p>	60

¹ “2020 Minnesota Statutes: 174.247 Annual Transit Report,” Office of the Revisor of Statutes, accessed May 11, 2021, <https://www.revisor.mn.gov/statutes/cite/174.247>.

Activities	Hours
interviews, MAD will ask individuals for their ideas on how MPTA and OTAT can reach agreement on determining transit need.	
2. Lay the groundwork: MAD will synthesize interview findings in a summary memo and present the results to both groups at a special “laying the groundwork” session. At this meeting, MAD will facilitate a debrief of the findings. At a follow-on session, MAD will facilitate a conversation to define the desired outcomes of the two groups’ work together and will facilitate the creation of shared meeting norms/team agreements. Following these two sessions, MAD will propose facilitated activities for the upcoming meetings that will allow the two groups to reach consensus. The OTAT client will be able to review and provide feedback on the meeting plan.	50
3. Facilitate ongoing meetings: MAD will facilitate a process for the group to reach consensus. MAD assumes monthly, hour-long meetings over a six-month period, with time built in for preparing draft agendas for each meeting and sharing these with the OTAT client for feedback. MAD also assumes monthly check in calls with the OTAT client.	50
Subtotal	160
Project management, including client communication (18%)	29
Total hours	189
Total costs (total hours times \$140)	\$ 26,460

Clients and Consultants

The primary client contact would be Tori Nill, Office Director. The MAD project lead would be Abra Pollock; other MAD consultants would also provide services to the client.

Client Responsibilities

MAD expects the OTAT client will:

- Provide any relevant background documents, such as past OTAT-MPTA meeting minutes or the latest annual transit report
- Schedule meetings and send out meeting invitations
- Prepare meeting summaries that will be approved by the group

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. Data on individuals (such as interview data) is private data. Client staff would not be present at interviews (except for their own interview), and would not have access to any data that identifies individuals.

Billing and Cost Calculations

Management Analysis and Development's billing rate is \$140 an hour, as approved by Minnesota Management and Budget. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without an agreed-upon amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Project ID Number: Multiple
Trunk Highway Number (TH): Multiple
Project Identification: State Patrol Extraordinary Enforcement in Maintenance Work Zones.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS")

Agreement

1. Term of Agreement; Incorporation of Exhibits

- 1.1. **Effective Date:** This Agreement will be effective on the date signed by all necessary MnDOT and DPS officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This Agreement will expire on June 30, 2023, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Appendix A, a cost calculation matrix, and Appendix B, entitled "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones", are attached and incorporated into this Agreement.

2. Scope of Work

- 2.1. MnDOT conducts maintenance work with internal forces using Project ID Numbers to track work on highways statewide. For some maintenance work, MnDOT believes that having State Troopers provide "extraordinary" traffic law enforcement in work zones (enforcement beyond the normal, routine Patrol activity) will help to make those work zones safer. DPS is willing to provide such extraordinary enforcement if MnDOT reimburses DPS the cost of providing such enforcement. This initial effort will be a pilot to evaluate whether to pursue a longer-term program for maintenance work and associated funding corresponding to extraordinary law enforcement by DPS.
- 2.2. DPS will provide off-duty State Patrol officers for extraordinary traffic enforcement and traffic control upon request from MnDOT, and in accordance with the attached "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones".
- 2.3. MnDOT will reimburse DPS for State Patrol services as specified in Article 3.
- 2.4. DPS will invoice MnDOT as specified in Article 4.
- 2.5. DPS will, at regular intervals but no less than once annually, provide MnDOT with a spreadsheet suitable for verifying the State Patrol hours and wages being billed to MnDOT maintenance projects for extraordinary traffic enforcement and traffic control. Format of the spreadsheet will be mutually agreed to by the parties.

3. Consideration and Payment

- 3.1. MnDOT will reimburse DPS for the extraordinary enforcement services on the following basis:
 - 3.1.1. The actual rate of overtime wage paid for every hour the State Patrol Officer is engaged in extraordinary enforcement, such wages to be determined in accordance with Appendix A.

- 3.1.2. Retirement benefit overhead will be paid, at the prevailing rate, applied to all hours paid in accordance with Article 3.1.1 above.
- 3.1.3. DPS indirect/administrative costs will be paid, at the prevailing rate, applied to the costs specified in Articles 3.1.1 and 3.1.2 above.
- 3.1.4. An allocated share of FICA and a worker's comp factor will be paid, in accordance with the table in Appendix A.
- 3.1.5. Travel to the maintenance work zone, patrol mileage, and return to base will be paid at the established rate for the class of vehicle used.
- 3.1.6. Subsistence and lodging will be paid in accordance with the specifications of the applicable collective bargaining agreement. Copies of expense vouchers must be submitted with invoices.
- 3.2. Appendix A illustrates an estimated rate for State Fiscal Year 2022. Invoices will be based on actual rates applicable at the time services are provided by DPS. Rates are subject to change every state fiscal year. Upon ratification of DPS collective bargaining agreements, near the start of each fiscal year, DPS will provide MnDOT with a revised Appendix A. Upon acceptance by MnDOT, such revised Appendix A will be incorporated into and become part of this Agreement upon execution of an amendment in accordance with Article 6.1 below.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed **One Hundred Thousand and 00/100 Dollars** (\$100,000); total not to exceed \$50,000 in FY22 and total not to exceed \$50,000 in FY23.

4. Conditions of Payment

- 4.1. All services provided by DPS under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 calendar days after receiving DPS invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, MnDOT will notify DPS within 10 calendar days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 calendar days of receipt of such corrected invoice.
- 4.3. DPS must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.
- 4.5. DPS will invoice MnDOT on a bi-weekly basis. Invoices must itemize hours worked, retirement costs, indirect costs, travel costs, and subsistence/lodging costs; and must be in accordance with the following: All invoices must refer to the individual maintenance Project ID Number. The Project ID Number will be provided to the District Patrol Captain and Patrol Officer by the Area Maintenance Engineer coordinating the State Patrol services.
- 4.6. If funding for extraordinary enforcement is transferred to MnDOT district offices, then DPS will be required to submit invoices to the appropriate MnDOT district for payment.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative and Project Manager will be:

Name: Susan Lodahl, State Maintenance Engineer (Acting) , (or successor)

Address: 395 John Ireland Blvd MS: 700

City/State/Zip: St Paul, MN 55155-1899

Telephone: 651-366-3566

Fax: 651-366-3555

E-Mail: susan.lodahl@state.mn.us

5.2. DPS's Authorized Representative will be:

Name: Matthew Langer, Colonel, Minnesota State Patrol, (or successor)

Address: 445 Minnesota Street Suite 130

City/State/Zip: St Paul, MN 55101-5130

Telephone: 651-201-7114

Mobile: 612-919-8178

E-Mail: matthew.langer@state.mn.us

6. Amendments

- 6.1. Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon termination of this Agreement, DPS will be entitled to payment for services satisfactorily performed prior to termination.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05

By: _____

Date: _____

SWIFT Contract ID: 196008

Purchase Order ID: 3000595245

DEPARTMENT OF TRANSPORTATION

Jay Hietpas Digitally signed by Jay Hietpas
Date: 2021.09.19 19:18:08
-05'00'

By: _____

Title: _____

Date: _____

DEPARTMENT OF PUBLIC SAFETY

By: _____

Title: _____

Date: _____

MNDOT CONTRACT MANAGEMENT

By: _____

Date: _____

Appendix A

Attached to Contract# 1047359

8th Step Trooper Overtime Rate*		\$63.29
	<u>FY2022</u>	
Retirement*	30.10%	\$19.05
Indirect/Administrative Costs**	9.40%	\$5.95
FICA***	1.45%	\$0.92
Worker's Comp Factor***	2.10%	\$1.33
Mileage (40 miles, .56 per mile)	0.56	\$22.40
Total		\$112.94

Example shows Trooper at step 8 without any differentials. This is an example only. Actual Trooper rates will vary in Accordance with collective bargaining agreement(s).

*Rate determined by State Law in accordance with collective bargaining agreement

**Rate determined annually and approved by Minnesota Management and Budget (MMB)

**Includes funds that go to parties: Minnesota State Patrol and Fiscal Administrative Staff

***Rate determined by Federal Law

Mileage is indexed to the Federal IRS rate and subject to change each FY

This is the initial appendix; this appendix may be revised annually in accordance with article 3.2 of the agreement

Appendix B

PROCEDURES FOR THE USE OF EXTRAORDINARY ENFORCEMENT EFFORTS IN MAINTENANCE WORK ZONES

POSITION STATEMENT

The Minnesota Department of Transportation (MnDOT) intends to employ extraordinary traffic enforcement and surveillance efforts in maintenance work zones (projects), when those efforts can reasonably be expected to increase the safety of the traveling public and/or maintenance personnel. The Federal Highway Administration promotes the use of Extraordinary Enforcement to enhance work zone safety.

When such extraordinary efforts are utilized, the costs experienced by the providing law enforcement agency, typically the State Patrol, should be borne by MnDOT. The need for such efforts should, if possible, be identified early in the maintenance work planning process, so that the efforts of both agencies can best be coordinated.

It is the intention of MnDOT to employ the State Patrol on select maintenance projects that have a higher risk to the traveling public and maintenance staff which includes locations with poor sight distance, high speed and traffic volume. These include work that requires lane closures or moving work zone operations. Charges to the Maintenance Project ID Number will be expected for the extraordinary enforcement effort when costs are incurred by the State Patrol. The use of the State Patrol is considered cost effective because no other practical alternative exists.

DEFINITIONS

The extraordinary enforcement that meets this following definition may be utilized under this Agreement:

When District Maintenance, in coordination with their District State Patrol Office, determines extraordinary enforcement is essential to the safety of a maintenance work zone and needs to guarantee enforcement presence, they may request extraordinary enforcement by submitting a request to the MnDOT Office of Maintenance (CO Maintenance) in accordance with the provisions of this agreement. This will enable a dedicated service that State Patrol will provide.

PROCEDURES

The following procedure shall be used when it is determined that extraordinary traffic enforcement efforts are needed. This procedure shall be used when completing the work planning process.

Coordination and concurrence of the State Patrol District Office must occur prior to submitting a request to CO Maintenance. Requests must be submitted to CO Maintenance at least 3 days prior of the actual work taking place.

Responsible Organization	Required Action
District Maintenance	Determine the need for enforcement effort.
	Contact State Patrol District Captain to discuss need.
State Patrol District	Develop enforcement plan.
	Estimate plan costs and submit to the designated District Maintenance contacts for review.
District Maintenance	Submit request form to CO Maintenance for review and approval
CO Maintenance	Review and respond to district request
State Patrol Headquarters	Invoice CO Maintenance referencing the contract number and Project ID Number
CO Maintenance/Construction	Review invoice and facilitate payment of the invoice to State Patrol
MnDOT Accounts Payable	Pay invoice

NOTE: In emergency situations where dedicated extraordinary enforcement is required, paid enforcement may proceed with verbal approval from the following: 1) the Office Director or Maintenance Operations Engineer in the MnDOT Office of Maintenance, or designee; and 2) the State Patrol District Captain.



MnDOT Contract Number: 1047646

**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

Project Identification: OTE DOT Crash Map Hosting Support

This contract is between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This contract will expire on June 30, 2023, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A through B are attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Type 0094.
- 2.2. MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

3. Consideration and Payment

- 3.1. MnGeo will be paid as follows: Unit Rate Basis according to the costs contained in Exhibit B.
- 3.2. The total obligation of MnDOT for all compensation and reimbursements to Other Agency under this contract will not exceed \$288,344.32.

4. Conditions of Payment

- 4.1. All services provided by MnGeo under this contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo will follow Minnesota Information Technology (MNIT) practices of submitting monthly charges via MNIT computing services bill.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative will be:
 - Name/Title: Michael Friberg, Contract Administrator
 - Address: 395 John Ireland Boulevard, St. Paul MN, 55155-1899
 - Telephone: 612-240-7199
 - E-Mail: Michael.friberg@state.mn.us
- 5.2. MnDOT's Project Manager will be:
 - Name/Title: Nathan Drews
 - Address: 1500, West County Road B2, Roseville, MN 55113
 - Telephone: 651-234-7014
 - E-Mail: Nathan.drews@state.mn.us

5.3. MnGeo Authorized Representative will be:

Name/Title: Dan Ross
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55115
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6. Amendments

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. Plain Language; Accessibility Standards

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10. Telecommunications Certification

- 10.1. By signing this contract, the MnGeo certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), Contractor does not and will not use any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of

any system or as critical technology as part of any system. The MnGeo will include this certification as a flow down clause in any contract related to this contract.

11. Title VI/Non-discrimination Assurances.

- 11.1. The MnGeo agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The MnGeo will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the MnGeo's compliance with this provision. The MnGeo must cooperate with State throughout the review process by supplying all requested information and documentation to State, making the MnGeo's staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: _____

Title: _____

Date: _____

MNGEO

Signed: _____

Title: _____

Date: _____

DocuSigned by:
Tracy Gerasch
58BF08075AF6441...

Procurement Director

6/29/2021

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

A. *MnGeo deliverables, duties and responsibilities:*

This scope of work consists of a series of tasks as described below. In some instances, it may be necessary for staff from MnDOT's team and MnGeo to revise this list of deliverables, staff, and timelines as work proceeds.

Unless otherwise stated, budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The Total Obligation of the agreement will not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties. However, hours may be shifted between tasks as necessary after discussion with MnDOT's primary contact. MnGeo staff assigned to complete a task will reflect the complexity of the task and availability of appropriate staff.

B. *MnDOT deliverables, duties and responsibilities:*

Under the terms of this agreement, MnDOT's Team will:

1. Meet as needed with MnGeo staff to review the services being deployed, and other related topics as requested by MnDOT's staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to the service functions.
4. Test updates of services during defined test window, provide feedback as necessary, and provide a "stop deployment" message by a mutually defined date if appropriate.
5. Coordinate communications between MnGeo and interested parties within MnDOT staff, including project management, requirements gathering, change management, and scheduling.

Service Level Objectives

Service level objectives have been defined below for reference regarding expected performance of MnDOT's application and service.

Availability

Unanticipated interruptions in services will be communicated as soon as possible after discovery.

Incident Response Time

Incident notifications and service requests related to unavailability of MnDOT's service will be acknowledged within 4 business hours of the notification if reported through standard incident notification channels.

Incidents involving performance will be prioritized and attempted to be resolved within 8 business hours of notification or less.

Specifications, Duties, and Scope of Work

Within normal business hours, MnGeo will acknowledge website operational problems within 4 hours identified by MnDOT's staff and reported to MnGeo through MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MnDOT's staff and reported to MnGeo through MnDOT's primary contact. MnGeo staff will keep MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.

Business Hours: 8:00 am – 4:30 pm Monday – Friday except for holidays. Extraordinary situations involving activation of a Continuity of Operations Planning (COOP) plan or disaster recovery plan may impact our ability to meet the incident response times. We will notify all customers in these situations.

Environments

The infrastructure used to support MnDOT's service will consist of multi-tenant deployment of cloud infrastructure designed to support MnDOT's application and database. The current architecture will isolate the system and dependencies to avoid impacting service availability or performance. MnDOT's application will be deployed to distinct production and non-production staging environments in accordance with MNIT Data Management Standards. Non-production staging will be used to test all changes to the operating systems or application layer configurations. MnDOT's application stewards will be required to perform acceptance testing on changes made within the non-product staging environment and must communicate acceptance before changes can be promoted to the production environment.

Change Management

System changes initiated by either party will require planning and testing in a non-production environment. MnDOT's application stewards will be required to receive notifications regarding planned changes and perform acceptance testing prior to the production release.

When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. MnDOT's staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.

Maintenance Windows

MnGeo performs planned maintenance on MnDOT's Infrastructure during the following maintenance windows unless otherwise agreed upon by all parties:

Non-production: Second Monday of the Month 5:30 pm – (next business day) Tuesday-8:00 am

Production: Second Wednesday of the Month 5:30 pm – (next business day) Thursday-8:00 am

Occasionally planned maintenance may require an interruption in service, however, if an interruption in service is expected during these times, advanced notification will be provided to MnDOT's and Business contacts. MnGeo will provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.

Specifications, Duties, and Scope of Work

MnGeo staff will provide the MnDOT with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise the MnDOT of potential problems associated with these changes. MnGeo will follow IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.

In addition to these times, MNIT Managed Hosting has their own maintenance windows to accommodate patching.

If additional resources are required for the shared environment specifically because of MnDOT's deployments or at a request for additional resources by MnDOT's primary contact, MnDOT's infrastructure costs will be increased accordingly.

System Monitoring

MnDOT's hosting systems managed by MnGeo will be monitored for incidents and server performance issues using SolarWinds under the Enterprise Event Monitoring Service provided by MNIT Managed hosting. Alerts will be configured to notify MnGeo staff of performance issues. Issues and resolution will be communicated to MnDOT's application stewards.

Application Deployments and Data Source Updates

Changes to MnDOT's application requiring code deployments or updates to the data that require elevated permissions to the servers or database management system will be performed by MnGeo Staff upon request.

The frequency of deployments or data updates is dependent on project budget and MnGeo staff availability and require at least a 2 week notice to begin the process with changes being carried out during designated maintenance windows.

GIS System Audits and Updates

All systems used to support MnDOT's application must be assessed for currency of software yearly as part of the current contract scope. This includes all software that is installed and managed by MnGeo for the web, application, or data tier functionality on MnGeo Managed Systems. All systems must be running an acceptable version of software according to the MnGeo Standard Operating Environment or must be updated within the billing period. Updates may require customer involvement to facilitate application testing and acceptance to verify required updates do not result in breaking changes.

In addition to MINT Managed Hosting Operating System updates, yearly updates to the system will be performed by MnGeo staff under the agreement to ensure that GIS and database systems are running software that falls within the MnGeo standard operating environment. ArcGIS Server and other required software installed on the OS will be audited yearly and updated to be no more than 1 major version release behind the current stable version. Exceptions will be documented and communicated to the customer for prioritization in future agreements.

Breakdown	ITS Category	Hours	Rates	Charges
Staff				
GIS Basic	SWPP, ITS2	0	\$69.56	\$0.00
GIS Intermediate	ITS3	0	\$89.58	\$0.00
GIS Advanced	ITS4, ITS5, Supervisor and Director	1702	\$101.44	\$172,650.88
Expenses				
Other	Other (FME Hosting and licensing	24	\$1,010.56	\$24,253.44
Shared System	Dedicated	24	\$3,810.00	\$91,440.00
Total				\$288,344.32

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16B.04 and 471.59, this is an agreement between the Department of Administration (ADMIN) and the Department of Transportation (MNDOT).

1. Services to be Performed:

The Office of Enterprise Sustainability (OES) will support state agencies' efforts to fulfill the sustainability goals outlined in the Executive Order 19-27 by managing sustainability metrics and reporting (e.g. Sustainability Reporting Tool); educating on sustainability best practices; assisting with development of their sustainability plans; administering the energy conservation revolving loan; 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, 50 Sherburne Avenue, Room 200, Saint Paul, MN 55155, (651) 201-2561

MNDOT: Timothy Sexton, Assistant Commissioner, 395 John Ireland Blvd., Saint Paul, MN 55155

3. Consideration and terms of Payment

In consideration for sustainability services provided, MNDOT agrees to contribute to this effort as follows:

- Enter an appropriation transfer, the SWIFT accounting codes are: Fund 2001, FinDeptID G021GCSV Approp ID G021275
- If paying by invoice, the coding will be the same as above except that the FinDeptID will be G0237850
- Please submit the following amounts not later than July 22nd of each fiscal year:

FY 2022: **\$60,000** FY 2023: **\$60,000** Total for the biennium: **\$120,000**

4. Terms of Agreement

This agreement is effective July 1, 2021 and shall remain in effect until June 30, 2023.

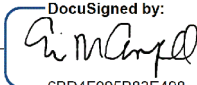

5. Amendments

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 Transportation

<p>By:  _____</p> <p><small>DocuSigned by: 6BD4F095B83E498...</small></p> <p>Title: <u>Assistant Commissioner</u></p> <p>Date: <u>6/29/2021</u></p>	<p>By/Date Mark Gieseke </p> <p><small>Digitally signed by Mark Gieseke Date: 2021.06.25 09:25:46 -05'00'</small></p> <p>Title: Division Director</p>
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MnDOT Contract No. 1047707

MnDOT Encumbrance Verification

MnDOT Contract Management

By/Date Nicole Peszynski SWIFT Contract No. 196018 SWIFT PO No. 3000595121	Digitally signed by Nicole Peszynski Date: 2021.06.24 15:23:15 -05'00'	By/Date Kyle Fisher	Digitally signed by Kyle Fisher Date: 2021.06.25 09:56:23 -05'00'
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Grant Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Minnesota State Patrol 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101	Grant Program: 2020 Motor Carrier Safety Administration Program (MCSAP) Grant Agreement No.: A-MCSAP20-2020-MNDOT-002 MnDOT Contract: 1044663				
Grantee: Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 395 John Ireland Blvd. St. Paul, MN 55155	Grant Agreement Term: Effective Date: 7/01/2020 Expiration Date: 09/30/2021				
Grantee's Authorized Representative: William Gardner, Transportation Operations Manager, MnDOT-OFCVO Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 395 John Ireland Blvd. St. Paul, MN 55155 (651) 366-3646 William.Gardner@state.mn.us	Grant Agreement Amount: <table> <tr> <td>Original Agreement</td> <td>\$ 1,257,661.65</td> </tr> <tr> <td>Matching Requirement</td> <td>\$ 221,940.29</td> </tr> </table>	Original Agreement	\$ 1,257,661.65	Matching Requirement	\$ 221,940.29
Original Agreement	\$ 1,257,661.65				
Matching Requirement	\$ 221,940.29				
State's Authorized Representative: Captain Jon Olsen, District 4700 Commander Minnesota State Patrol Commercial Vehicle Section 1110 Centre Point Curve, Suite 410 Mendota Heights, Minnesota 55120 (651) 350-2012 Jonathan.olsen@state.mn.us	Federal Funding: CFDA 20.218 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 Motor Carrier Safety Administration Program (MCSAP) Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 1110 Centre Point Curve, Suite 410 Mendota Heights, Minnesota 55120. The Grantee shall also comply with all requirements referenced in the 2020 Motor Carrier Safety Administration Program (MCSAP) Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Grant Agreement

Page 2 of 2

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed:

Gale Rohde

Digitally signed by Gale Rohde

Date:

Date: 2020.09.15
14:25:57 -05'00'

Grant Agreement No. A-MCSAP20-2020-MNDOT-002
P.O. No. 3-68011

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: William Gardner

Digitally signed by William Gardner
Date: 2020.07.27 08:11:45 -05'00'

Title: Director, OFCVO

Date: July 27, 2020

Distribution: DPS/FAS
Grantee
MSP's Authorized Representative
MnDOT's Contract Management

3. STATE AGENCY

Signed:

Title:

Date:

4. MNDOT CONTRACT MANAGEMENT

Signed:

Title:

Date:

Kelli Peters

Digitally signed by Kelli Peters
Date: 2020.08.18 15:34:03 -05'00'

2020 Motor Carrier Safety Assistance Program

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Personnel			
Salary	\$737,844.20	\$130,207.80	
Total	\$737,844.20	\$130,207.80	
Fringe			
Fringe	\$259,204.67	\$45,742.00	
Total	\$259,204.67	\$45,742.00	
Indirect Costs			
Indirect Costs	\$171,193.29	\$30,210.58	
Total	\$171,193.29	\$30,210.58	
Supplies			
Supplies	\$36,273.24	\$6,401.16	
Total	\$36,273.24	\$6,401.16	
Travel			
Travel	\$39,950.00	\$7,050.00	
Total	\$39,950.00	\$7,050.00	
Other			
Other	\$13,196.25	\$2,328.75	
Total	\$13,196.25	\$2,328.75	
Total	\$1,257,661.65	\$221,940.29	

MnDOT Contract No.: 1044663



Grant Contract Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street Suite 1620 St. Paul, Minnesota 55101	Grant Program: 2021 Regional Coordinators Toward Zero Deaths Grant Contract Agreement No.: A-COORD21-2021-MNDOT-001
Grantee: Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Road B-2 Roseville, Minnesota 55113-0000	Grant Contract Agreement Term: Effective Date: 10/1/2020 Expiration Date: 9/30/2021
Grantee's Authorized Representative: Ron Bisek (or his successor) Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Road B-2 Roseville, Minnesota 55113-0000 Phone: 651-234-7057 Ron.bisek@state.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 264,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Shannon Ryder 445 Minnesota Street Suite 1620 St. Paul, Minnesota 55101 Phone: 651-201-7082 Shannon.ryder@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 69A37518300004020MN0 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2021 Regional Coordinators Toward Zero Deaths Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street Suite 1620, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2021 Regional Coordinators Toward Zero Deaths Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Contract Agreement

Page 2 of 2

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: Gale Rohde Digitally signed by Gale Rohde
 Date: 2020.10.21 15:21:04 -05'00'

Grant Contract Agreement No. A-COORD21-2021-MNDOT-001

P.O. Number 3-69541

2. GRANTEE MnDOT

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: Brian Sorenson Digitally signed by Brian Sorenson
 Date: 2020.09.15 10:24:37 -05'00'

Print Name: Brian Sorenson

Title: Office Director

Date: September 15, 2020

MnDOT CONTRACT MANAGEMENT

Signed: Kyle Fisher Digitally signed by Kyle Fisher
 Date: 2020.10.05 15:19:49 -05'00'

Print Name: _____

Title: _____

Date: _____

MnDOT GRANTS UNIT

Signed: Kelli Peters Digitally signed by Kelli Peters
 Date: 2020.10.05 13:40:51 -05'00'

Title: _____

Date: _____

3. STATE AGENCY

Signed: Craig Flynn Digitally signed by Craig Flynn
 Date: 2020.10.30 10:42:20 -05'00'
 (with delegated authority)
 Title: _____
 Date: _____

Distribution: DPS/FAS
 Grantee
 State's Authorized Representative

Budget Summary

Budget				
Budget Category		State Reimbursement	Local Match	
Salary & Fringe				
Funding for MnDOT Regional TZD Coordinators		\$237,000.00	\$0.00	
Total		\$237,000.00	\$0.00	
Out- of-State Travel				
Travel for MnDOT Regional TZD Coordinators		\$25,000.00	\$0.00	
Total		\$25,000.00	\$0.00	
In-State Travel				
Travel for MnDOT Regional TZD Coordinators		\$2,000.00	\$0.00	
Total		\$2,000.00	\$0.00	
Total		\$264,000.00	\$0.00	