

STATE OF MINNESOTA  
Amendment No. 2  
IA Contract: 143850

Agreement Start Date:	<u>07/01/2018</u>	Total Agreement Amount:	<u>\$1,448,000.00</u>
Original Expiration Date:	<u>06/30/2019</u>	Original Agreement:	<u>\$448,000.00</u>
Current Expiration Date:	<u>06/30/2020</u>	Previous Amendment(s) Total:	<u>\$500,000.00</u>
Requested Expiration Date:	<u>06/30/2021</u>	This Amendment:	<u>\$500,000.00</u>

This amendment is by and between the State of Minnesota's Departments of Commerce ("Commerce") and Administration's - Real Estate & Construction Services, 50 Sherburne Avenue, 309 Administration Building, St. Paul, MN 55155-1402 ("Administration").

Recitals

1. Commerce has an agreement with Administration identified as Interagency Agreement 143850 ("Original Agreement") to provide and implement sustainable building design guidelines and energy benchmarking legislation.
2. This interagency agreement is being amended to extend the expiration date and add fiscal year 2021 funding.
3. Commerce and Administration are willing to amend the Original Agreement as stated below.

Amendment(s)

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

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

- 1.1 **Effective date:** 07/01/2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** ~~06/30/2020~~ 06/30/2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

The total obligation will not exceed ~~Nine Hundred Forty Eight Thousand~~ One Million Four Hundred Forty Eight Thousand dollars (~~\$948,000.00~~ 1,448,000.00) for all compensation and reimbursements to Administration under this agreement. Any unspent funds from the previous fiscal year will be available the following fiscal year. This agreement will be amended each future fiscal year to provide terms for payment to cover costs incurred by Administration's Real Estate & Construction Services.

(Continued on next page)

**STATE OF MINNESOTA  
ENCUMBRANCE WORKSHEET**

<b>AWARDEE INFORMATION</b> \$1,448,000.00 MN Dept of Admin - Real Estate & Construction Services 50 Sherburne Avenue 309 Administration Building St. Paul, MN 55155-1402  Wayne Waslaski, Senior Director, Real Estate & Construction Services 651-201-2548 wayne.waslaski@state.mn.us	Vendor ID: G020000000_001, Addr - - -	
	Federal ID: 41-6007162	FY: 2019
	State ID: 9000001	Type: IA
	Michelle Gransee 651-539-1855	

<b>ENCUMBRANCE INFORMATION</b>		<b>ORIGINAL SETUP</b>	
<b>SWIFT Accounting Information</b>	143850	Effective Date	07/01/2018
Contract ID:	143850	Expiration Date	06/30/2019
PO:		Amend 1	06/30/2020; Add Funds, Update Auth Rep
Account:	441552	Amend 2	06/30/2021; Add Funds
UNSPSC:	93151500	Amend 3	

<b>FY FUNDING BREAKDOWN</b>			
1 <sup>st</sup> FY (2019)	\$448,000.00	FY 2019: 11143	3 <sup>rd</sup> FY (2021) \$500,000 FY 2021: -
2 <sup>nd</sup> FY (2020)	\$500,000.00	FY 2020: 12308	
Awardee Match		Total Project Cost	\$1,448,000.00

	Total (\$)	Compensation (\$)	Travel (\$)
Original Award	448,000.00	448,000.00	0.00
Previous Amendments	500,000.00	500,000.00	0.00
Current Amendment	500,000.00	500,000.00	0.00
Revised Total	1,448,000.00	1,448,000.00	0.00

**Current Amendment Funding = \$ 500,000.00**

Fund - FinDept - Approp - Project - Activity	Compensation (\$)	Travel (\$)
2000 - B1335402 - B132415 - NA - NA <b>AMENDMENT TOTAL</b>	500,000.00	0.00

**Total Award Funding**

Fund - FinDept - Approp - Project - Activity	Compensation (\$)	Travel (\$)
2000 - B1335402 - B132415 - NA - NA <b>TOTAL</b>	1,448,000.00	0.00

Legislation: ML 2001, Ch 212, Art 1, Sec 2 & 3; MS 2006, Sec 216B.241 as amended by ML 2007, Chap 136, Art 2, Sec 5; ML 2008, Chap 278, Sec 1 (MS 216B.241, sub 9, as amended ML 2008, Chap 278, Sec 3)

STATE OF MINNESOTA  
Amendment No. 2  
IA Contract: 143850

Except as amended herein, the terms and conditions of the Original Agreement are incorporated by reference and 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.

DocuSigned by:  
Signature: Carla Collins  
0EAAB561D3244F4...  
Print Name: CARLA COLLINS  
Title: Buyer  
Date: 6/19/2020  
IA / PO: 143850 / FY20 PO# 3-12308 / FY21 PO# 3-13515

3. MN DEPARTMENT OF COMMERCE

(with delegated authority)

DocuSigned by:  
Signature: Tim Jahnke  
6F557858A488499...  
Print Name: Tim Jahnke  
Title: Admin Services Director/CFO  
Date: 6/22/2020

2. MN DEPT OF ADMINISTRATION - REAL  
ESTATE & CONSTRUCTION SERVICES

(with delegated authority)

DocuSigned by:  
Signature: Wayne Waslaski  
5A344D4155EC489...  
Print Name: Wayne Waslaski  
Title: Senior Director  
Date: 6/19/2020

Distribution:

MN Department of Commerce, Accounting Dept.  
MN Department of Administration - RECS  
Commerce Authorized Representative (copy)



**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
ADMINISTRATIVE DIRECTIVE**

Pursuant to Minnesota Statutes, Section 16B.37, Subdivision 5, the following administrative reorganization is made with prior approval of the Governor.

In order to improve efficiency and avoid duplication in the operation of state government, an employee from the Department of Commerce will be transferred to the Department of Employment and Economic Development to continue the agency's work of having broadband services available to all homes and businesses in the state.

Consistent with the transfer of duties, the following position and the incumbent, with all accrued benefits, is transferred from the Department of Commerce to the Department of Employment and Economic Development, Office of Broadband Development:

<u>Position Number</u>	<u>Incumbent</u>	<u>Classification</u>	<u>Employee ID</u>
01020161	Diane C Wells	Public Utilities – Regulation Unit Manager	00320487

Nothing in this order shall be construed as abrogating or modifying any rights enjoyed by the affected employee under Minnesota Statute 43A.18, or the managerial plan for public employees, or one of its appointing authorities.

The Department of Employment and Economic Development and the Department of Commerce shall take all necessary actions to provide for prompt and orderly transition of the employee including the transmission of all records, data, supplies, and equipment relative to the assigned work and employee.

**Funds Transfer:**

Consistent with the transfer of duties, the Department of Commerce will transfer any remaining FY2020 funds from the \$100,000 appropriation they received in their administrative services budget, for the support of broadband development, to the Department of Employment and Economic Development. In FY2021, the \$100,000 appropriated for support of broadband in the Department of Commerce's administrative services budget, will be transferred to the Department of Employment and Economic Development to support the Office of Broadband Development.



This Administrative Directive is effective July 1, 2020.

Agreed to:

Handwritten signature of Steve Grove in black ink.

Steve Grove, Commissioner  
MN Department of Employment and  
Economic Development

Agreed to:

Handwritten signature of Steve Kelley in black ink.

Steve Kelley, Commissioner  
MN Department of Commerce

Approved:

Handwritten signature of Alice Roberts-Davis in black ink.

Alice Roberts-Davis, Commissioner  
MN Department of Administration

Approved:

Handwritten signature of Tim Walz in black ink.

Tim Walz  
Governor

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This Agreement is between the Minnesota Department of Commerce – Telecommunications Access Minnesota (COMM – TAM) and the Minnesota Department of Employment and Economic Development – Accessible News for the Blind (DEED – ANB).

Agreement

1. Term of Agreement

1.1 **Effective date:** July 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.

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

2. Scope of Work

2.1. **DEED – ANB's duties:**

- (a) Provide or enter into agreements with qualified entities to provide an accessible electronic information service for eligible individuals pursuant to Minnesota Statute sections 248.061-.062.
- (b) Provide program administration, including all management and clerical support required for duties to be performed under this Agreement.
- (c) Establish eligibility requirements for program participants, accept and process consumer applications, verify eligibility, and notify consumers of eligibility or denial.
- (d) Provide the telephone lines necessary to access the service(s).
- (e) Perform other duties deemed necessary to carry out this Agreement, provided that expenditures are specified in the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (f) Provide COMM – TAM with a report at the end of the fiscal year showing all expenditures paid out of the DEED – ANB dedicated account; only expenditures approved by the Public Utilities Commission (PUC) and stated in the Interagency Agreement and line item budget (Exhibit A) may be reimbursed from the TAM Fund.

2.2. **COMM-TAM's duties:**

COMM – TAM shall deposit \$25,000 quarterly into the DEED – ANB dedicated account for annual expenses associated with administering the Accessible News for the Blind program as provided in Section 2.1 of this Agreement.

3. Consideration and Payment

- (a) The total obligation of COMM – TAM for all compensation and reimbursements to DEED – ANB under this agreement will not exceed \$100,000, as specified in the line item budget approved by the PUC, set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (b) Payment will be made in four quarterly deposits (July, October, January, and April) upon receipt of a Payment Invoice from DEED.
- (c) The funds received under this Agreement shall be deposited by DEED – ANB in a dedicated account.
- (d) All unused funds shall be credited to COMM – TAM at the end of the fiscal year.

(e) All earnings arising from the dedicated account such as interest, dividends, and any other earnings shall be credited to COMM – TAM on a monthly basis.

**4. Authorized Representative**

COMM – TAM's Authorized Representative is Rochelle Garrow, TAM Administrator, 85 Seventh Place East, Suite 280, Saint Paul, MN, 55101, 651-539-1878, or her successor.

DEED – ANB's Authorized Representative is Natasha Jerde, Director, 2200 University Ave West, Suite 240, Saint Paul, MN, 55114-1840, 651-539-2272, or her 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 behavior and the results thereof.

**7. Termination**

This agreement may not be terminated except in accordance with Minnesota Statute section 237.52 or other statutory requirement. If this agreement is terminated, all unused funds paid to DEED – ANB, as well as all earnings arising from the dedicated account such as interest, dividends, and any other earnings, must be returned to COMM – TAM within forty-five (45) days of the termination date.

**8. Other Provisions**

**8.1. Data Privacy:**

Each party is independently required to comply with the requirements of the Data Practices Act; therefore, both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act directly or indirectly arising out of, resulting from, or in any manner attributable to the actions of the other party.

**8.2. State Audits:**

The books, records, documents, and accounting procedures and practices of DEED – ANB relevant to the Agreement shall be subject to examination by the Office of the Legislative Auditor for a minimum of six (6) years.

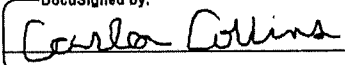
**8.3. Line Item Budget (Exhibit A):**

The parties understand that the line item budget set forth in Exhibit A is subject to the approval of the Minnesota Public Utilities Commission.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: CARLA COLLINS

Signed: DocuSigned by:  
  
0EAAB561D3244F4...

Date: 6/4/2020

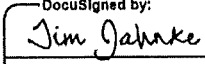
Contract Number: 177860

PO Number: 3000013387

**2. DEPARTMENT OF COMMERCE**

Name: Tim Jahnke

(With delegated Authority)

Signed: DocuSigned by:  
  
6F557658A468499...

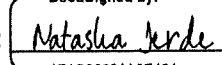
Title: Admin Services Director/CFO

Date: 6/4/2020

**3. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

Name: Natasha Jerde

(With delegated Authority)

Signed: DocuSigned by:  
  
4E1C28881A8E401...

Title: Director of State Services for the Blind

Date: 6/4/2020



EXHIBIT A

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT –  
ACCESSIBLE NEWS FOR THE BLIND

FISCAL YEAR 2021 BUDGET

<b>NATIONAL FEDERATION OF THE BLIND (NFB) NEWSLINE SERVICE</b>	
Contract	\$ 65,000
<b>Total NFB Newsline Service</b>	<b>\$ 65,000</b>

<b>RADIO TALKING BOOK STREAMING SERVICE</b>	
Digital Streaming	\$ 35,000
<b>Total Radio Talking Book Streaming Service</b>	<b>\$ 35,000</b>

<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 100,000</b>
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177863

FE (cc)

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This Agreement is between the Minnesota Department of Commerce – Telecommunications Access Minnesota (COMM – TAM) and the Minnesota Department of Human Services – Telephone Equipment Distribution Program (DHS – TED Program).

**Agreement**

**1. Term of Agreement**

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

**2. Scope of Work**

**2.1 DHS – TED Program’s duties for the Telephone Equipment Distribution Program:**

- (a) Purchase telecommunications devices and interconnectivity products with specifications established by COMM – TAM pursuant to Minnesota Statute sections 237.50-.56.
- (b) Provide information about assistive communications devices and products that may benefit a program participant and about where a person may obtain or purchase assistive communications devices and products.
- (c) Assist a person who is applying for telecommunication devices and products in applying for discounted telecommunications or Internet services.
- (d) Revise manual(s) for DHS – TED Program whenever appropriate. All proposed revisions will be consistent with the Minnesota Statute sections 237.50-.56 and Minnesota Rules Chapter 8775.
- (e) House staff in current DHS – TED Program facilities or in DHS – TED Program approved locations around the state.
- (f) Conduct outreach to persons with communication disabilities and stakeholder groups to publicize the availability of DHS – TED Program services.
- (g) Provide American Sign Language interpreter services to DHS – TED Program staff as needed.
- (h) Provide administrative services, including all management, supervisory, and clerical support required for duties to be performed under this Agreement.
- (i) Perform other duties deemed necessary to carry out this Agreement, provided that expenditures are specified in the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement. COMM – TAM must approve, in advance of expenditures, any expenditures that were not included in the line item

- budget.
- (j) Provide COMM – TAM with quarterly reports on services provided the previous quarter by the 15th day of October, January, April, and July.
  - (k) Provide COMM – TAM, upon request, with an inventory report of telecommunications devices, auxiliary equipment, and interconnectivity products distributed by the DHS – TED Program.
  - (l) Provide COMM – TAM with contact information for a DHS – TED Program client if the client is experiencing a problem with Minnesota Relay services. DHS – TED Program must obtain verbal approval from the DHS – TED Program client authorizing DHS and/or COMM to provide the client's contact information to Minnesota's Telecommunications Relay Services (TRS) vendor(s) and/or subcontractor(s) when necessary to troubleshoot and/or resolve issues with Minnesota Relay services.
  - (m) Adhere to the Record Retention Schedule approved by the State Records Disposition Panel.

**2.2 DHS – TED Program's duties for Minnesota Relay outreach:**

- (a) Provide a comprehensive statewide outreach program to educate all people about, and promote, Minnesota Relay services.
  - (1) Outreach efforts will be tailored to target appropriate demographics, including consumers who are deaf, deafblind, hard of hearing, late deafened, speech disabled, hearing consumers, and businesses.
  - (2) The outreach program will include, but not be limited to, distribution of informational pamphlets, consumer and business training, presentations, exhibitions, meetings with consumer organizations, and other similar forms of consumer contacts.
  - (3) Staff will maintain regular contact with, and provide training to, persons and agencies in a position to assist and refer potential relay users including, but not limited to, Department of Human Services, Department of Human Rights, Department of Health, Department of Veterans Affairs, Department of Education, State Council on Disabilities, State Services for the Blind, Minnesota Board on Aging, Commission of Deaf, DeafBlind and Hard of Hearing Minnesotans, Minnesota WorkForce Center, Minnesota Independent Living Council, Minnesota Telecom Alliance, West Central Telephone Association, emergency services providers, health care providers, medical facilities, social workers, clubs and associations for persons who are deaf or hard of hearing, community action programs, educational facilities serving students with hearing disabilities, rehabilitation services, senior centers, assisted living facilities, libraries, religious organizations, and major employers.
  - (4) Staff will serve as the point of contact for Minnesota consumers who have questions, concerns, etc.
    - i. The existing state-owned local (651-602-9005) and toll free (800-657-3775) telephone numbers will be used for general Minnesota Relay outreach contacts.
  - (5) Provide COMM – TAM with a contact list of all program and support staff,

- including staff name, office address, office phone number, wireless phone number (if applicable), fax number, and email address.
- (6) Provide a secure location (electronic and/or physical) for staff to store confidential Minnesota Relay information.
  - (b) Develop an annual outreach plan detailing outreach goals and activities, including possible public relations activities and advertisement opportunities, for the upcoming fiscal year.
    - (1) The annual outreach plan will be submitted no later than August 1, or thirty (30) days following execution of this contract, whichever is later.
  - (c) Provide COMM – TAM with monthly outreach activity reports.
    - (1) The outreach activity report will be provided in an electronic format acceptable to COMM – TAM.
    - (2) Reports will contain the name and address of each outreach activity location, contact name, contact phone number, email address (if available), type of presentation or outreach activity, number of participants, and any additional information requested by COMM – TAM.
    - (3) The outreach activity report will be submitted no later than the fifteenth (15<sup>th</sup>) day of the month following the reporting month.
  - (d) Attend consumer social events (deaf, deafblind, hard of hearing, late deafened, and speech disabled), with the expressed purpose of soliciting consumer feedback, answering questions, and providing information on Minnesota Relay services. Social event outreach will be limited to **no more than one (1) event** per region, per month.
  - (e) Attend a minimum of one (1) Deaf and Hard of Hearing Services Division Advisory Committee meeting per region, per year.
  - (f) Receive approval from COMM – TAM for any Minnesota Relay specific outreach activity for which there is an incurred cost (e.g. booths, conventions, conferences, overnight travel, social events, training, equipment, etc.).
    - (1) Approval is not necessary for in-state travel with no overnight stay, within staff's regional service area.
    - (2) If approved by COMM – TAM, these expenses will be paid directly by COMM – TAM (not invoiced by DHS – TED Program and reimbursed by COMM – TAM).

### **2.3 COMM – TAM's duties:**

- (a) Reimburse DHS – TED Program for monthly expenses for administering the DHS – TED Program as provided in Section 2.1 of this Agreement in accordance with the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (b) Provide Minnesota's TRS vendor(s) and subcontractor(s) with a DHS – TED Program client's contact information when necessary to troubleshoot and/or resolve issues with Minnesota Relay services, if requested to do so by DHS – TED Program. DHS – TED Program must first obtain verbal approval from the DHS – TED Program client authorizing DHS and/or COMM to provide the client's contact information to Minnesota's TRS vendor(s) and/or subcontractor(s).
- (c) Review the annual Minnesota Relay outreach plan prepared by DHS – TED Program

and make revisions as necessary.

- (d) Develop all Minnesota Relay advertising and public relations materials.
- (e) Provide DHS – TED Program with the following materials and equipment specific for Minnesota Relay outreach use (if available and at COMM – TAM’s discretion ):
  - brochures
  - instructional sheets
  - forms (electronic format)
  - report templates (electronic format)
  - letterhead and envelopes
  - promotional items
  - outreach packets
  - table covers
  - exhibit displays
  - signage
  - videos
  - PowerPoint presentations
- (f) Pay directly for any Minnesota Relay specific outreach costs for which DHS – TED Program sought and received prior approval for from COMM – TAM.

### 3. Consideration and Payment

#### 3.1 Consideration:

- (a) Payment in exchange for services rendered will be in accordance with the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (b) The funds received under this Agreement will be deposited by DHS – TED Program in a dedicated account.
- (c) COMM – TAM’s obligation to DHS – TED Program under this Agreement will not exceed \$1,512,430 for all compensation and reimbursements.
- (d) DHS – TED Program will provide COMM – TAM, by the fifteenth (15<sup>th</sup>) of every month, an itemized invoice of all receipts and disbursements related to this Agreement. The billing will be equal to the cost of service and materials on the invoice. The cost of labor billed to COMM – TAM will equal the sum of the person’s wages plus fringe benefits, actual FICA, MSRS, and insurance as shown on the Labor Distribution by EBFD report.
  - (1) COMM – TAM will reimburse DHS – TED Program for all expenditures relating to travel of program staff, training for program staff, expenses related to equipment distribution and storage, instructing program participants on the use of specialized equipment, and for assisting program participants in applying for discounted telecommunications or internet services, as approved by COMM – TAM and specified in the line item budget (Exhibit A).
  - (2) DHS – TED Program will maintain copies of invoices for all disbursements and have them available at any time for auditing purposes.
- (e) DHS – TED Program must submit final invoice(s) for the fiscal year to COMM – TAM at least five (5) business days prior to the hard close of the fiscal year (the date for the hard close of the fiscal year is established by Minnesota Management and Budget). Any expenditures not properly invoiced by DHS – TED Program and submitted to COMM – TAM at least five (5) business days prior to the hard close of

the fiscal year in which the expense was incurred will not be reimbursed by COMM – TAM.

(1) Exception process for extenuating circumstances:

- i. By July 15 of the fiscal year, DHS – TED Program will notify COMM – TAM, in writing, of any outstanding invoices that DHS – TED Program anticipates they may not reasonably be able to pay, (and invoice COMM – TAM) at least five (5) business days prior to the hard close of the fiscal year. The written notification must include the following information:
  - Name of vendor and type of service.
  - Date of service.
  - Date invoice was received by DHS, if received.
  - Amount of the Invoice, if received.
  - Reason why DHS is not able to timely pay the invoice (i.e. what were the extenuating circumstances).
  - Date DHS – TED Program will pay the invoice, and remit reimbursement invoice to COMM – TAM.
- ii. COMM – TAM will review the request(s). If COMM – TAM believes the request to be outside of the DHS – TED Program’s reasonable control, COMM – TAM will approve the request and will certify the encumbrance.

(f) COMM – TAM will not reimburse DHS – TED Program for late fees incurred due to DHS’ untimely payment of invoices.

(g) Funds for expenditures specified in the line item budget (Exhibit A) may not be moved from one line item to another unless in accordance with the requirements listed below.

(1) Total annual transfers of less than ten (10) percent and of less than \$10,000 between line items:

Total annual transfers of less than ten (10) percent of the amount in a line item to or from which funds are being transferred and of less than \$10,000, are permitted without the prior approval of COMM – TAM’s Authorized Representative. DHS – TED Program must inform COMM – TAM’s Authorized Representative of any transfers within ten (10) business days of the change.

(2) Total annual transfers of ten (10) percent or more, or of \$10,000 and above, between line items :

- i. DHS – TED Program must obtain approval from COMM – TAM’s Authorized Representative, **in advance of line item expenditure overage**, for total annual transfers of ten (10) percent or more, or of \$10,000 or more, of the amount in a line item to or from which funds are being transferred. Transfers not approved by COMM – TAM prior to the close of the fiscal year (June 30) will not be allowed.
- ii. For line item transfers of ten (10) percent or more of the amount in a line item to or from which funds are being transferred, COMM – TAM may refer approval to the Public Utilities Commission (PUC) to review for

reasonableness. Transfers not approved by the PUC prior to the close of the fiscal year (June 30) will not be allowed.

- (3) If the sum total of all line item transfers exceeds \$10,000, then this Agreement must be amended before June 30<sup>th</sup> of the Agreement's expiration year.
- (h) All earnings arising from the dedicated account such as interest, dividends, and any other earnings will be credited to COMM – TAM on a monthly basis.

**3.2 Terms of Payment:**

Payment will be made by COMM – TAM within 10 (ten) business days after DHS – TED Program has submitted correct and complete invoices for services performed.

**4. Conditions of Payment**

All services provided by DHS – TED Program under this Agreement must be performed to COMM – TAM's satisfaction, as determined at the sole discretion of COMM – TAM's Authorized Representative.

**5. Authorized Representative**

COMM – TAM's Authorized Representative is Rochelle Garrow, TAM Administrator, 85 Seventh Place East, Suite 280, Saint Paul, MN, 55101, 651-539-1878, or her successor.

DHS – TED Program's Authorized Representative is Sarah Maheswaran, TED Program Administrator, 444 Lafayette Road North, Saint Paul, MN, 55155-3814, 651-431-5962, or her successor.

**6. Amendments**

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

**7. Liability**

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

**8. Termination**

8.1 Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party.

8.2 If this agreement is terminated, DHS – TED Program will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. All unearned funds paid to DHS – TED Program, as well as all earnings arising from the dedicated account such as interest, dividends, and any other earnings, must be returned to COMM – TAM within forty-five (45) days of the termination date. The return of surplus property and/or interest remaining upon the termination will be determined by COMM – TAM after negotiation with DHS – TED Program. COMM – TAM will then

submit a written request to DHS – TED Program listing all property and funds to be returned to COMM – TAM, and DHS – TED Program will return all property and funds as demanded by COMM – TAM.

**9. Publicity**

Any publicity regarding the subject matter of this Agreement must identify COMM – TAM as the sponsoring agency and must not be released without prior approval from COMM – TAM’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 DHS – TED Program individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

**10. Other Provisions**

**10.1 Data Privacy:**

Each party is independently required to comply with the requirements of the Data Practices Act; therefore, both parties agree that neither will be liable for any violation of any provision of the Data Practices Act directly or indirectly arising out of, resulting from, or in any manner attributable to the actions of the other party.

**10.2 State Audits:**

The books, records, documents, and accounting procedures and practices of DHS – TED Program relevant to the Agreement will be subject to examination by the Office of the Legislative Auditor for a minimum of six (6) years.

**10.3 Line Item Budget (Exhibit A):**

The parties understand that the line item budget set forth in Exhibit A is subject to the approval of the Minnesota Public Utilities Commission.



**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: CARLA COLLINS

Signed: DocuSigned by:  


Date: 6/4/2020  
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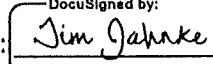
Contract Number: SC# 177863

PO Number: FY21 PO# 3000013388

**2. DEPARTMENT OF COMMERCE**

Name: Tim Jahnke

(With delegated Authority)

Signed: DocuSigned by:  


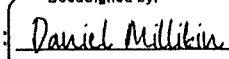
Title: Admin Services Director/CFO  
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Date: 6/4/2020

**3. DEPARTMENT OF HUMAN SERVICES**

Name: Daniel Millikin

(With delegated Authority)

Signed: DocuSigned by:  


Title: Division Director  
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Date: 6/9/2020

## EXHIBIT A

**DEPARTMENT OF HUMAN SERVICES – TED PROGRAM  
FISCAL YEAR 2021 BUDGET**

<b>TOTAL COMPENSATION</b>	
Division Director	\$ 41,500
Program Coordinator	\$ 127,750
Assistant Coordinator	\$ 105,500
Program Specialists	\$ 629,500
Clerical Support (Central Office)	\$ 59,100
Program Support	\$ 13,600
Management Analyst (Central Office)	\$ 13,750
Communication Coordinator (Central Office)	\$ 26,500
Information & Referral Specialists	\$ 29,750
Achievement Awards	\$ 2,000
<b>Total Salaries and Fringe</b>	<b>\$ 1,048,950</b>
<b>STATE OPERATIONS</b>	
Space Rental and Utilities (41100)	\$ 33,500
Outreach Booths (411006)	\$ 4,500
Printing & Advertising (41110)	\$ 40,000
Outside Vendor (411325)	\$ 5,000
Postal Mailing-Shipping Service (411551)	\$ 14,000
Wireless Communications (411554)	\$ 22,000
Travel: In State (41160)	\$ 33,000
Travel: Out-of-State (41170)	\$ 1,600
Employee Development (41180)	\$ 6,600
Supplies for Staff (41300)	\$ 3,500
Supplies - Equipment Distributed (41300)	\$ 146,000
Computer Related Parts and Supplies (413002)	\$ 500
Equipment Rental (414004)	\$ 900
Repair to Equipment & Furniture (41500)	\$ 2,400
Agency & Statewide Indirect Costs (42000 & 42010)	\$ 137,480
Other Operating Costs (43000)	\$ 12,500
<b>Total State Operations</b>	<b>\$ 463,480</b>
<b>TOTAL PROGRAM EXPENSES</b>	
<b>\$ 1,512,430</b>	

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This Agreement is between the Minnesota Department of Commerce – Telecommunications Access Minnesota (COMM – TAM) and the Minnesota Department of Human Services (DHS) – Rural Real-Time Captioning.

Agreement

1. Term of Agreement

1.1 **Effective date:** July 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.

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

2. Scope of Work

2.1. **DHS duties:**

- (a) Enter into grant agreements with television stations to make live local news programming accessible to persons who are deaf, persons who are hard of hearing, and persons who are deafblind as defined in Minnesota Statute section 256C.23.
- (b) Pursuant to Minnesota Statute section 256C.30 (b), the grant agreements must provide for:
  - 1. real-time captioning services for broadcasting that is not emergency broadcasting subject to Code of Federal Regulations, title 47, section 79.2;
  - 2. real-time captioning services for commercial broadcasters in areas of Minnesota where commercial broadcasters are not subject to the live programming closed-captioning requirements of Code of Federal Regulations, title 47, section 79.1(d); and
  - 3. real-time captioning for large-market noncommercial broadcasters who produce live news programming.
- (c) Provide program administration, including all management and clerical support required for duties to be performed under this Agreement.
- (d) Perform other duties mutually agreed upon to carry out this Agreement, provided that expenditures are specified in the line item budget set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (e) Upon request, provide COMM – TAM with reports on program services and expenditures.
- (f) Provide COMM – TAM with a report at the end of the fiscal year showing all expenditures paid out of the DHS – Rural Real-Time Captioning dedicated account; only expenditures approved by the Public Utilities Commission (PUC) and stated in the Interagency Agreement and line item budget (Exhibit A) may be reimbursed from the TAM Fund.

2.2. **COMM – TAM's duties:**

COMM – TAM shall deposit \$75,000 quarterly into the DHS – Rural Real-Time Captioning dedicated account for annual expenses associated with administering accessible live local news programming for people who are deaf, hard of hearing, and deafblind as provided in Section 2.1 of this Agreement.

### **3. Consideration and Payment**

- (a) The total obligation of COMM – TAM for all compensation and reimbursements to DHS – Rural Real-Time Captioning under this agreement will not exceed **\$300,000**, as specified in the line item budget approved by the PUC, set forth in Exhibit A, which is attached and incorporated into this Agreement.
- (b) Payment will be made in four quarterly deposits (July, October, January and April) upon receipt of a Payment Invoice from DHS.
- (c) The funds received under this Agreement shall be deposited by DHS – Rural Real-Time Captioning into a dedicated account.
- (d) All unused funds shall be credited to COMM – TAM at the end of the fiscal year.
- (e) All earnings arising from the dedicated account such as interest, dividends, and any other earnings shall be credited to COMM – TAM on a monthly basis.

### **4. Authorized Representative**

COMM – TAM's Authorized Representative is Rochelle Garrow, TAM Administrator, 85 Seventh Place East, Suite 280, Saint Paul, MN, 55101, 651-539-1878, or her successor.

DHS' Authorized Representative is Amy McQuaid-Swanson, Program Development Supervisor, Deaf and Hard of Hearing Services Division, P.O. Box 64969, Saint Paul, MN, 55164-0969, 651-431-2363, or her 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 behavior and the results thereof.

### **7. Termination**

Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. All unused funds paid to DHS – Rural Real-Time Captioning, as well as all earnings arising from the dedicated account such as interest, dividends, and any other earnings, must be returned to COMM – TAM within forty-five (45) days of the termination date.

### **8. Other Provisions**

#### **8.1. Data Privacy:**

Each party is independently required to comply with the requirements of the Data Practices Act; therefore, both parties agree that neither shall be liable for any violation of any provision of the Data Practices Act directly or indirectly arising out of, resulting from, or in any manner attributable to the actions of the other party.

#### **8.2. State Audits:**

The books, records, documents, and accounting procedures and practices of DHS – Rural Real-Time Captioning relevant to the Agreement shall be subject to examination by the Office of the Legislative

Auditor for a minimum of six (6) years.

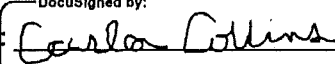
**8.3. Line Item Budget (Exhibit A):**

The parties understand that the line item budget set forth in Exhibit A is subject to the approval of the Minnesota Public Utilities Commission.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: CARLA COLLINS

Signed: DocuSigned by:  
  
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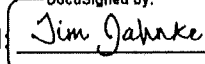
Date: 6/4/2020

Contract Number: SC# 177866

PO Number: FY21 PO# 3000013389

**2. DEPARTMENT OF COMMERCE**

Name: Tim Jahnke  
(With delegated Authority)

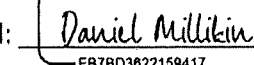
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Title: Admin Services Director/CFO

Date: 6/4/2020

**3. DEPARTMENT OF HUMAN SERVICES**

Name: Daniel Millikin  
(With delegated Authority)

Signed: DocuSigned by:  
  
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Title: Division Director

Date: 6/9/2020



## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF COMMERCE (agency).

### **Services**

The OFFICE OF THE GOVERNOR agrees to provide:

- Policy advisors, communications specialists, public engagement specialists, constituent services caseworkers, and legal staff to work closely with each agency head and/or designees to support the work of both the agency and the Governor's Office related to each issue area as well as Federal affairs work to represent the funding and policy interests of the various state agencies in the nation's capital.

The Governor's Office will provide administrative and personnel oversight, with agencies having access to the staff as needed to achieve its goals.

### **Term of Agreement**

*Effective date:* July 01, 2020

*Expiration date:* June 30, 2021

### **Consideration and Payment**

Cabinet agencies will contribute funds to be used for salaries, fringe benefits, and operating expenses to help support work related to federal affairs, legislative and cabinet affairs staff, communications, constituent services, and legal staff.

The total obligation for the agency is \$110,000.00 for the fiscal year ending June 30, 2021. Fiscal year payment should be processed by July 15, 2020. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

### **Conditions of Payment**

All services provided by the Office of the Governor under this agreement must be performed to the satisfaction of the agency's Commissioner.

### **Authorized Representative**

The Office of the Governor's Authorized Representative is Amanda Simpson, Chief Operating Officer. The agency's Authorized Representative is the Commissioner.

**Amendments**

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

**Liability**

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

**Termination**

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

**AUTHORIZED SIGNATURES**

**Agency Signature**

By: Steve Kelley

Title: Commissioner

Date: June 29, 2020

**Office of the Governor Signature**

By: Amanda M. Simpson

Title: COO

Date: 6.26.2020