

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Administration and Agriculture.

Recitals

A. 2020 Minn. Laws, 5th Special Session, Ch. 3—H.F.No. 1, Article 1, sec. 10 Agriculture, appropriated \$20,779,000 to the Commissioner of Administration to construct, renovate, and equip the Department of Agriculture/Department of Health Laboratory Building in St. Paul, including but not limited to creating a dedicated biosafety level 3 laboratory space, to meet safety, energy, and operational efficiency needs. \$779,000 of this appropriation is from the general fund for relocation expenses associated with this project (“Authorizing Legislation”).

B. The \$779,000 general fund for relocation expenses was planned to be split as follows:

- Agriculture: \$318,000
- Health: \$461,000

Before this Agreement purchase orders were executed by Administration from the \$779,000 general fund for:

- Agriculture: \$2,651.40
- Health: \$10,950.00

Therefore, the general fund balance is \$765,398.60 split as follows:

- Agriculture: \$315,348.60
- Health: \$450,050.00

C. The Department of Agriculture is responsible for the operation, maintenance, repair and security of its equipment at the Laboratory Building.

D. The Department of Agriculture has qualified and experienced managers and contracts staff responsible for planning, procuring, and implementation of equipment work.

E. The Departments of Agriculture and Administration are governed by the same statutes and laws related to contracts and other requirements applicable to projects funded by state general obligation bond and general fund proceeds.

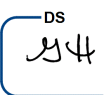
F. Upon completion of equipment work at the facility, the Department of Agriculture will assume responsibility for operation and maintenance of the equipment.

G. The Departments of Agriculture and Administration desire to set forth herein the provisions relating to the management and oversight of lab equipment work of the Laboratory Building.

Agreement

1 Term of Agreement

1.1 **Effective date:** Upon date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.



1.2 **Expiration date:** June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

In accordance with the requirements of Authorizing Legislation and other applicable statutes, the Department of Agriculture shall oversee and manage the relocation of furniture, fixtures and equipment necessary for the completion of the project authorized under 2020 Minn. Laws, 5th Special Session, Ch. 3—H.F.No. 1, Article 1, sec. 10 including but not limited to performance of the following duties:

- 2.1 have quotes and certificates of insurance prepared for the relocation work;
- 2.2 determine if items are available on State Contract for purchasing; if not on State Contract and item cost is within purchasing authority, request additional quotes from vendors as required or complete State single source justification form;
- 2.3 encumber funds;
- 2.4 review and approve those quotes of relocation work and certificates of insurance;
- 2.5 supervise and inspect all relocation work;
- 2.6 approve all lawful changes in relocation work after the contract for relocation work is let;
- 2.7 review and approve payment; and
- 2.8 track all purchase orders made with relocation funds
- 2.9 abatement/decontaminate, cover-up or protect, de-installation, re-installation, move, start-up, program, calibrate, validate, re-alignment, test, clean, train, and certify of laboratory equipment. Funds may also be used to diagnose and repair issues due to construction related lab equipment shutdown/start-up.
- 2.10 review scope of work to ensure is necessary and appropriate use of funding provided hereunder in accordance with the authorizing legislation and applicable statutes

3 Consideration and Payment

The total obligation for all compensation and reimbursements to the Department of Agriculture under this agreement will not exceed \$315,348.60 (Three hundred fifteen thousand three hundred forty-eight dollars and sixty cents).

On or before ten business days from the effective date of this Agreement, the Department of Administration shall request the Department of Minnesota Management & Budget to approve an appropriation transfer to be completed in the amount of \$315,348.60 (Three hundred fifteen thousand three hundred forty-eight dollars and sixty cents) to the Department of Agriculture.

Agriculture SWIFT Transfer Information: Fund ~~1000~~, DeptID B0411300, Appropriation ~~B043608~~

4 Conditions of Payment

All procurement, design and construction under this agreement must be performed in accordance with M.S. Chapters 16B and 16C, and other applicable statutes.

Wayne Waslaski
Digitally signed by Wayne Waslaski
Date: 2022.05.03 16:29:55 -0500

3501

DocuSigned by:

Andrea Vaukel

Wayne Waslaski
Digitally signed by Wayne Waslaski
Date: 2022.05.03 16:30:19 -0500

B043B31

5 Authorized Representative

The Department of Administration's Authorized Representative is Wayne Waslaski, Director, 50 Sherburne Ave, Rm 309, St. Paul, MN 55155 (651) 201-2548, or his/her successor.

The Department of Agriculture's Authorized Representative is Bryanne Shaw, Assistant Lab Director (651) 201-6571, or his/her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

2. Department of Administration

By: **Wayne Waslaski** Digitally signed by Wayne Waslaski
Date: 2022.01.27 10:55:51 -0600

(With delegated authority)

Title: _____

Date: _____

3. Department of Agriculture

By: **Andra Vaukel** DocuSigned by:
Andra Vaukel
(with delegated authority)

Title: **Deputy Commissioner**

Date: **1/25/2022**

Certificate Of Completion

Envelope Id: 62082B81B93A43038642FF3A691B3851	Status: Completed
Subject: Please DocuSign: AG IA_0001.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tigist Senbeta
Time Zone: (UTC-06:00) Central Time (US & Canada)	625 Robert Street North
	Saint Paul, MN 55155
	Tigist.Senbeta@state.mn.us
	IP Address: 156.98.51.15

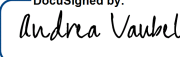
Record Tracking

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5/4/2022 9:16:39 AM	Tigist.Senbeta@state.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Agriculture	Location: DocuSign

Signer Events

Andrea Vaubel
 andrea.vaubel@state.mn.us
 Deputy Commissioner
 CarahSoft OBO MN - Dept of Agriculture
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 A052B92710EE430...
 Signature Adoption: Pre-selected Style
 Signed by link sent to andrea.vaubel@state.mn.us
 Using IP Address: 156.98.51.15

Timestamp

Sent: 5/4/2022 9:22:25 AM
 Viewed: 5/4/2022 9:37:48 AM
 Signed: 5/4/2022 9:37:50 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Bryanne Shaw bryanne.shaw@state.mn.us Technical Manager CarahSoft OBO MN - Dept of Agriculture Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/4/2022 9:37:51 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sherry Kromschroeder Sherry.Kromschroeder@state.mn.us Finance and Budget Director Minnesota Department of Agriculture Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/4/2022 9:37:51 AM
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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Wayne Waslaski wayne.waslaski@state.mn.us Senior Director Security Level: Email, Account Authentication (None)	COPIED	Sent: 5/4/2022 9:37:52 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	5/4/2022 9:37:48 AM
Signing Complete	Security Checked	5/4/2022 9:37:50 AM
Completed	Security Checked	5/4/2022 9:37:52 AM

Payment Events	Status	Timestamps
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**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 Agriculture (MDA).

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

MDA: Andrea Vaubel, Deputy Commissioner, 625 North Robert Street, Saint Paul, MN 55155

3. Consideration and terms of Payment

In consideration for sustainability services provided, MDA 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: **\$9,600** FY 2023: **\$9,600** Total for the biennium: **\$19,200**

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 Agriculture

<p>DocuSigned by:</p> <p>By: <u>Erin Campbell</u> _____</p> <p><small>6BD4F095B83E498...</small></p> <p>Title: <u>Assistant Commissioner</u></p> <p>Date: <u>6/24/2021</u></p>	<p>DocuSigned by:</p> <p>By: <u>Andrea F. Vaubel</u> _____</p> <p><small>A052B92710EE430...</small></p> <p>Title: <u>Deputy Commissioner</u></p> <p>Date: <u>6/24/2021</u></p>
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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 Commerce (COMM).

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 Ave., Saint Paul, MN 55155, (651) 201-2561

COMM: Katherine Blauvelt, Assistant Commissioner, 85 7th Place East, Suite 500, Saint Paul, MN 55101 (651) 539-1827

3. Consideration and terms of Payment

In consideration for sustainability services provided, COMM 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 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: **\$7,100** FY 2023: **\$7,100** Total for the biennium: **\$14,200**

4. Terms of Agreement

This agreement is effective July 1, 2021 and shall remain in effect until June 30, 2023.

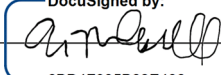
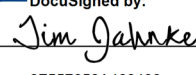
5. Amendments

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 Commerce

<p>DocuSigned by:</p> <p>By:  _____</p> <p><small>6BD4F095B83E498...</small></p> <p>Title: <u>Assistant Commissioner</u></p> <p>Date: <u>9/3/2021</u></p>	<p>DocuSigned by:</p> <p>By:  _____</p> <p><small>6F557658A468499...</small></p> <p>Title: <u>Admin Services Director/CFO</u></p> <p>Date: <u>9/3/2021</u></p>
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STATE OF MINNESOTA INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16B.242 and 471.59, this is an agreement between the Department of Administration, Enterprise Real Property Program (ERPP) and the **Minnesota Department of Commerce**.

1. Services to be Performed:

The enterprise real property technology system provides the tools and information necessary for data-driven facility investment and management across the enterprise. Under this agreement and to the extent funds are contributed, Admin will maintain and execute modifications to the Enterprise Real Property Program processes, standards, and system (ARCHIBUS) in order to support the Enterprise Real Property Program mission.

Regular status updates will be provided through monthly Minnesota Enterprise TIFM (Total Infrastructure Facilities Management) Team (METT) meetings, Enterprise Real Property Governance Team meetings, and project work group teams on an ad-hoc basis.

Authorized Agents:

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

Enterprise Real Property Program: Jedd Prokash, Enterprise Real Property Program Manager, or his successor, 50 Sherburne Ave., St. Paul, MN, 55155, (651) 201-2554.

Minnesota Department of Commerce: Greg VanderPlaats, Facility Manager, or his successor.

2. Consideration and Terms of Payment:

In consideration for enterprise real property system services provided, the Minnesota Department of Commerce agrees to contribute to this effort as follows:

TOTAL COST = \$1,150.00

Please enter an appropriation transfer in SWIFT to accounting string:

Fund – 2001, FinDeptID – G021GCSV, ApprID – G021213

Alternatively, at the request of the contributing agency, the Department of Administration will invoice the Department of Commerce for payment of the amount to be contributed.

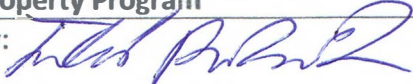

3. Term of Agreement:

This agreement is effective on the date last signed by the parties below, and shall remain in effect until June 30, 2022.

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.

Approved:

1. Department of Administration, Enterprise Real Property Program	2. Department of Commerce
By:  Title: ERP PROGRAM MANAGER Date: 4/27/2020	By:  Title: CFO / Admin Services Director Date: 4/24/20 SC# 175712 / FY20 PO# 3000013191

STATE OF MINNESOTA**Amendment No. 3****IA Contract: 143850**

Agreement Start Date:	<u>07/01/2018</u>	Total Agreement Amount:	<u>\$1,948,000.00</u>
Original Expiration Date:	<u>06/30/2019</u>	Original Agreement:	<u>\$448,000.00</u>
Current Expiration Date:	<u>06/30/2021</u>	Previous Amendment(s) Total:	<u>\$1,000,000.00</u>
Requested Expiration Date:	<u>06/30/2022</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

- 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.
- This interagency agreement is being amended to extend the expiration date and add fiscal year 2021 funding.
- 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:

- 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.
- Expiration date:** ~~06/30/2021~~ 06/30/2022, 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 ~~One Million Four Hundred Forty Eight Thousand~~ One Million Nine Hundred Forty Eight Thousand dollars (~~\$1,448,000.00~~ \$1,948,000.00) 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
Amendment No. 3
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: 
0EAAB561D3244F4...

Print Name: CARLA COLLINS

Title: Buyer


Date: 6/8/2021

IA / PO: 143850 / FY21 PO#3-13515/Future
~~FY22 Encumbrance PO14404~~

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

(with delegated authority)

DocuSigned by:

Signature: 
5A344D4155EC489...

Print Name: wayne waslaski

Title: Senior Director

Date: 6/8/2021

3. MN DEPARTMENT OF COMMERCE

(with delegated authority)

DocuSigned by:

Signature: 
6F557658A468499...

Print Name: Tim Jahnke

Title: Admin Services Director/CFO

Date: 6/10/2021

Distribution:

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



STATE OF MINNESOTA INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 16B.242 and 471.59, this is an agreement between the Department of Administration, Enterprise Real Property Program (ERPP) and the **Minnesota Department of Human Services**.

1. Services to be Performed:

The enterprise real property technology system provides the tools and information necessary for data-driven facility investment and management across the enterprise. Under this agreement and to the extent funds are contributed, Admin will maintain and execute modifications to the Enterprise Real Property Program processes, standards, and system (ARCHIBUS) in order to support the Enterprise Real Property Program mission.

Regular status updates will be provided through monthly Minnesota Enterprise TIFM (Total Infrastructure Facilities Management) Team (METT) meetings, Enterprise Real Property Governance Team meetings, and project work group teams on an ad-hoc basis.

Authorized Agents:

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

Enterprise Real Property Program: Jedd Prokash, Enterprise Real Property Program Manager, or his successor, 50 Sherburne Ave., St. Paul, MN, 55155, (651) 201-2554.

Minnesota Department of Human Services: Nancy Freeman, Institutional Services Director or her successor.

2. Consideration and Terms of Payment:

In consideration for enterprise real property system services provided, the Minnesota Department of Human Services agrees to contribute to this effort as follows:

TOTAL COST = \$20,700.00

Upon Execution of this agreement please enter an appropriation transfer in SWIFT to accounting string: Fund – 2001, FinDeptID – G021GCSV, ApprID – G021213

Alternatively, at the request of the contributing agency, the Department of Administration will invoice the requesting agency for payment of the amount to be contributed.

3. Term of Agreement:


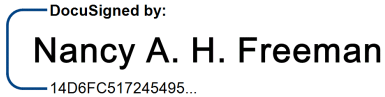
This agreement is effective on the date last signed by the parties below, and shall remain in effect until June 30, 2022.

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.



Approved:

1. Department of Administration, Enterprise Real Property Program	2. Minnesota Department of Human Services
<p>By: </p> <p>Title: ERP Program Manager</p> <p>Date: 6/22/2020</p>	<p>By: </p> <p>Title: DCT Facility Director</p> <p>Date: 6/22/2020</p>

**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 Human Services (DHS).

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

DHS: Chuck Johnson, Deputy Commissioner, 540 Cedar Street, Saint Paul, MN 55155

3. Consideration and terms of Payment

In consideration for sustainability services provided, DHS 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.

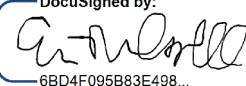
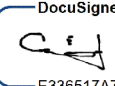
5. Amendments

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 Human Services

<p>By:  _____</p> <p><small>DocuSigned by: 6BD4F095B83E498...</small></p> <p>Title: <u>Assistant Commissioner</u></p> <p>Date: <u>6/28/2021</u></p>	<p>By:  _____</p> <p><small>DocuSigned by: E336517A7B0D415...</small></p> <p>Title: <u>Deputy Commissioner</u></p> <p>Date: <u>6/28/2021</u></p>
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**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Administration and the Minnesota Department of Human Services.

Recitals

- A. 2018 Laws of Minnesota, Ch. 214, Article I, Section 18, Subdivision 9, as amended (“Authorizing Legislation”), appropriated \$15,073,000 of state general obligation bond proceeds to the Commissioner of Administration for a grant to Hennepin County to design, construct, furnish, and equip a 67,000 square foot regional, state-of-the-art medical examiner's facility.
- B. 2017 Laws of Minnesota, 1st Special Session, Ch. 8, Article I, Section 17, Subd. 5 appropriated \$2,680,000 of state general obligation bond proceeds to the Commissioner of Human Services for a grant to Hennepin County to design a state-of-the-art medical examiner’s facility. .
- C. The Department of Human Services and Hennepin County have entered into a grant agreement for the 2017 appropriation.
- D. For continuity purposes, and in accordance with M.S. 471.59, the parties agree it is in the best interest to maintain the existing relationships already established with the 2017 appropriation.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** Upon the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** May 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

In accordance with the Authorizing Legislation, the Department of Human Services will enter into a grant agreement with Hennepin County for the design, construction, furnishing, and equipping of a 67,000 sq.ft. regional, state-of-the-art medical examiner’s facility. The facility shall: (1) provide forensic death investigation and autopsy services for Dakota, Hennepin, and Scott Counties with the flexibility to accommodate future partner counties and agencies; (2) serve as a teaching facility for the state, on the science of forensic pathology; and (3) be located in southern Hennepin County at a site that best supports access needs for the three founding counties and reasonable scene response times for the geographic service area.

3 Consideration and Payment

The total obligation will be fifteen million seventy three thousand dollars (\$15,073,000) for all compensation and reimbursements to the Department of Human Services under this agreement.

On or before fifteen business days from the effective date of this Agreement, the Department of Administration shall request Minnesota Management and Budget to complete an appropriation transfer in the amount of fifteen million seventy three thousand dollars (\$15,073,000) to the Department of Human Services.

4 Conditions of Payment

All procurement, design and construction under this agreement must be performed in accordance with

M.S. 16A.695, chapters 16B and 16C, and other applicable statutes.

5 Authorized Representative

The Department of Administration's Authorized Representative is Wayne Waslaski, Director, 50 Sherburne Ave, Rm 309, St. Paul, MN 55155 (651) 201-2548, or his/her successor.

The Department of Human Service's Authorized Representative is Alexandra Kotze, Chief Financial Officer, 540 Cedar St, St. Paul, MN 55101 (651) 431-2582, or her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____


2. Department of Human Services

By: 
(with delegated authority)

Title: CFO

Date: 7-24-18

3. Department of Administration

By: 
(With delegated authority)

Title: Senior Director

Date: 7-30-18

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Admin's Small Agency Resource Team (SmART) seeks to improve the efficiency and effectiveness of financial and human resources services for small agencies, boards, and councils. SmART enables administrative efficiency by sharing the specialized resources and expertise of a larger administrative organization. SmART's services enable partner agencies to better focus on their core business.

This agreement is between the Minnesota Department of Administration SmART (Admin) and the Administrative Services Unit per M.S.204.107 (Agency).

Agreement**1. Term of Agreement**

1.1 **Effective date:** July 1, 2021.

1.2 **Expiration date:** June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. Scope of Work

Admin will provide human resource services, accounting transaction and other financial services to the Agency as described in Exhibits A, B, C, D and E, which are attached and incorporated into this agreement. Exhibits A, B, C and D describes the division of responsibilities between Admin and the Agency as it relates to this work. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities.

The Agency retains decision-making authority and responsibility for its human resource decisions for ongoing implementation of appropriate business processes. Admin provides transactional, relational, and other human resource expertise in an advisory capacity. The parties understand and agree that Admin is not and not intended to be the employer or joint employer of the Agency's applicants, employees or former employees by reason of the work performed or services provided under the Agreement. The Agency is responsible for following all applicable employment laws, collective bargaining agreements and compensation plan requirements, state policies and procedures.

The Agency retains ownership and responsibility for its spending decisions and for ongoing implementation of appropriate business processes, while Admin provides transaction and other financial services and serves in an advisory capacity.

3. Authorized Representative

Admin's Authorized Representative is Lenora Madigan, Deputy Commissioner, 50 Sherburne Avenue, St Paul, MN 55155, or her successor.

The Agency's Authorized Representative is Bridgett Anderson, Executive Director/ASU Manager or her successor.

In the event the Agency has a dispute involving services provided by Admin that cannot be resolved through normal interaction with Admin staff, the Agency, at its discretion, should contact Admin's Deputy Commissioner, Lenora Madigan, to seek resolution.

4. Consideration and Payment

The total cost for all services covered by this agreement is \$592,520 for FY22 with the FY23 amount to be determined in June 2022. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this agreement.

5. Amendments

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature authorities identified in Exhibit E, 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. Changes to the signature authorities in Exhibit E must be acknowledged with a revised Exhibit E signed by the Agency's Authorized Representative or by other written communication (memo, email, etc.)

6. Government Data Practices

Admin and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to this agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

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 90 days' written notice to the other party.

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

Signed: DocuSigned by: Laura Goiffon
691D107158D3453...

Purchase Order: 197164/300-858

Date: 7/13/2021

Administrative Services Unit (Agency)

By:  (with delegated authority)

Title: Executive Director, Board of Dentistry

Date: 6 28 2021

Department of Administration (Admin)

By: Lenora Madigan Digitally signed by Lenora Madigan Date: 2021.06.30 18:50:41 -05'00' (with delegated authority)

Title: Deputy Commissioner

Date: 6.30.21

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the **Minnesota Departments of Human Rights**, serving as fiscal agent for the Governor's Council on the Martin Luther King, Jr. Holiday, and **Minnesota Department of Administration**.

Agreement

1 Term of Agreement

1.1 **Effective date:** December 1, 2021 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 **Expiration date:** June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

Contributing towards the cost of the Governor's Council on the Dr. Martin Luther King, Jr. Statewide Holiday Celebration. The virtual event is scheduled on January 17, 2022.

3 Consideration and Payment

The Department of Human Rights will invoice Minnesota Department of Administration in the amount of \$2,000.

The total obligation of under this agreement will not exceed \$2,000.

4 Conditions of Payment

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

5 Authorized Representative

Department of Human Rights Authorized Representative is Scott Beutel, Assistant Commissioner.

Minnesota Department of Administration's Authorized Representative is Ify Onyiah, CFO.

6 Amendments

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

7 Liability

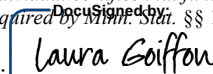
Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

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


1. STATE ENCUMBRANCE VERIFICATION

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

Signed:  Laura Goiffon
691D107158D3453...
Date: 12/7/2021

28930/204743/300-11119


2. Minnesota Department of Administration

By:  Ify Onyiah
Digitally signed by Ify Onyiah
Date: 2021.12.07 09:35:56
-06'00'
(With delegated authority)

Title: CFO

Date: 12/7/2021

3. Minnesota Department of Human Rights

Signed by:
By:  Scott Butel
7AE6BBA0DC6A4B5...
(with delegated authority)

Title: Assistant Commissioner

Date: 12/28/2021

**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 Human Rights (MDHR).

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

MDHR: Irina Vaynerman, Deputy Commissioner, 625 Robert Street North, Saint Paul, MN 55155

3. Consideration and terms of Payment

In consideration for sustainability services provided, MDHR 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: **\$800** FY 2023: **\$800** Total for the biennium: **\$1,600**

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 Human Rights

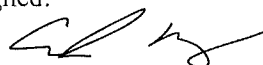
By: <u><i>Erin M Campbell</i></u>	By: <u><i>Irina Vaynerman</i></u>
Title: <u><i>Assistant Commissioner</i></u>	Title: <u>Deputy Commissioner</u>
Date: <u><i>6-30-21</i></u>	Date: <u>June 24, 2021</u>

Encumbrance Signed:

Amanda Krings

06/24/2021

196114-27914-300.1703



Interagency Agreement

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Admin's Small Agency Resource Team (SmART) seeks to improve the efficiency and effectiveness of financial and human resources services for small agencies, boards, and councils. SmART enables administrative efficiency by sharing the specialized resources and expertise of a larger administrative organization. SmART's services enable partner agencies to better focus on their core business.

This agreement is between the Minnesota Department of Administration SmART (Admin) and the Minnesota Department of Human Rights (Agency).

Agreement**1. Term of Agreement**

1.1 *Effective date:* July 1, 2021.

1.2 *Expiration date:* June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. Scope of Work

Admin will provide human resource services, accounting transaction and other financial services to the Agency as described in Exhibits A, B, C, D and E, which are attached and incorporated into this agreement. Exhibits A, B, C and D describes the division of responsibilities between Admin and the Agency as it relates to this work. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities.

The Agency retains decision-making authority and responsibility for its human resource decisions for ongoing implementation of appropriate business processes. Admin provides transactional, relational, and other human resource expertise in an advisory capacity. The parties understand and agree that Admin is not and not intended to be the employer or joint employer of the Agency's applicants, employees or former employees by reason of the work performed or services provided under the Agreement. The Agency is responsible for following all applicable employment laws, collective bargaining agreements and compensation plan requirements, state policies and procedures.

The Agency retains ownership and responsibility for its spending decisions and for ongoing implementation of appropriate business processes, while Admin provides transaction and other financial services and serves in an advisory capacity.

3. Authorized Representative

Admin's Authorized Representative is Lenora Madigan, Deputy Commissioner, 50 Sherburne Avenue, St Paul, MN 55155, or her successor.

The Agency's Authorized Representative is Rebecca Lucero, Commissioner, or her successor.

In the event the Agency has a dispute involving services provided by Admin that cannot be resolved through normal interaction with Admin staff, the Agency, at its discretion, should contact Admin's Deputy Commissioner, Lenora Madigan, to seek resolution.

4. Consideration and Payment

The total cost for all services covered by this agreement is \$111,250 for FY22 with the FY23 amount

to be determined in June 2022. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this agreement.

5. Amendments

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature authorities identified in Exhibit E, 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. Changes to the signature authorities in Exhibit E must be acknowledged with a revised Exhibit E signed by the Agency's Authorized Representative or by other written communication (memo, email, etc.)

6. Government Data Practices

Admin and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to this agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.


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 90 days' written notice to the other party.


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

Signed: 
DocuSigned by:
691D107138D3433...

Purchase Order: 197437/300-1708

Date: 7/16/2021

Minnesota Department of Human Rights (Agency)

By:  (with delegated authority)

Title: Commissioner

Date: 6/30/2021

Department of Administration (Admin)

By: Lenora Madigan (with delegated authority)
Digitally signed by
Lenora Madigan
Date: 2021.06.30
18:55:38 -05'00'

Title: Deputy Commissioner

Date: 6.30.21

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 the Department of Administration (ADM 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.

ADM: Lenora Madigan, Deputy Commissioner, or their successor designated by the Commissioner, 50 Sherburne Avenue #200, St. Paul , MN, 55155 lenora.madigan@state.mn.us, 651-201-2563.

2. **Consideration and Terms of Payment:**

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

TOTAL COST: \$4,500

You will receive an annual invoice from MMB in July or August 2021. This invoice should be paid within 30 days of receipt.

3. **Term of Agreement:**

This agreement is effective July 27, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

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: Laura Goiffon
691D107158D3453...

Date: 7/26/2021
197838/300-10837

2. **[Department of Administration]**

By: Lenora Madigan
Digitally signed by Lenora Madigan
Date: 2021.07.26 13:26:25 -0500

Title: _____

Date: _____

3. **Minnesota Management and Budget**

By: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 07-26-2021

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.55 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and Department of Administration (ADM 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 Employee Resources, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

ADM: Lenora Madigan, Deputy Commissioner, or their successor designated by the Commissioner, 50 Sherburne Avenue #200, St. Paul MN, 55155 lenora.madigan@state.mn.us, 651-201-2563.

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: \$13,463.00

You will receive an annual invoice from MMB in November 2021. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective November 16, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

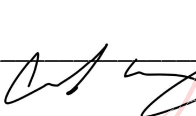
4. Amendments:

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

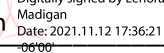
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed:  Digitally signed by
Amanda Krings
Date: 2021.11.10
09:19:05 -06'00'

3. Minnesota Management and Budget

By: _____
(with delegated authority)
Title: Chief Financial Officer
Date: 11-15-2021

2. [Department of Administration]

By: Lenora Madigan 
Date: 2021.11.12 17:36:21
(With delegated authority)

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 Minnesota Management and Budget (MMB).

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 their successor, 50 Sherburne Avenue, Room 200, Saint Paul, MN 55155, (651) 201-2561

MMB: Paul Moore, Chief Financial Officer, or their successor, 658 Cedar Street, Saint Paul, MN 55155

3. Consideration and terms of Payment

In consideration for sustainability services provided, MMB 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: **\$4,900** FY 2023: **\$4,900** Total for the biennium: **\$9,800**

4. Terms of Agreement

This agreement is effective July 1, 2021, or when all signatures are obtained, 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.

<p>Approved: _____</p> <p>Department of _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">Minnesota Management and Budget</p> <p>By: _____</p> <p>Title: Chief Financial Officer</p> <p>Date: 10-20-2021</p>
--	---

Fully signed & saved in S:Contracts. Copy does not carry over signatures.

Interagency Agreement

DocuSigned by:
Rapine Holloway
DD50BC803123450...

Contract #202618
PO #3-6426

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Administration (Admin) and Minnesota Management and Budget (MMB). This agreement defines the roles and responsibilities of the two agencies with respect to the SWIFT procurement support team.

Agreement

1 Term of Agreement

1.1 **Effective date:** *July 1, 2021*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 **Expiration date:** *June 30, 2023*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This agreement describes the roles and responsibilities of Admin and MMB related to the support activities of the SWIFT procurement team. Specific agency staff duties and responsibilities are specified in Exhibit A, which is attached and incorporated into this agreement. Duties are limited to those listed in Exhibit A unless otherwise agreed by the parties.

3 Consideration and Payment

The total headcount planned for the Procurement System Support team at this time is eight (8) staff members. The Department of Administration will provide the required funding for three (3) of these staff members. Minnesota Management & Budget will fund five (5) positions. Details on position classifications and funding responsibility are detailed in Exhibit B.

The compensation costs will be charged to the following MMB funding string: Fund 2001, Agency G10, Org#G1031400, Appr G100017. The total obligation (which may include vacation and sick payouts for separating employees) shall not exceed \$530,000 for FY22 and \$535,000 for FY23. Admin is responsible for managing positions and vacancies within this cap.

4 Authorized Representatives

Minnesota Management and Budget's Authorized Representative is Cindy Farrell, Assistant Commissioner 400 Centennial Building, 658 Cedar Street, St. Paul, Minnesota 55155 (Phone: 651-201-8012), or her successor.

Minnesota Department of Administration's Authorized Representative is Betsy Hayes, MN Chief Procurement Officer, 50 Sherburne Avenue, St. Paul, Minnesota 55155 (Phone: 651-201-2400) 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

Due to the ongoing nature of the roles and work covered by this agreement, it is the intent of the parties that this agreement will continue for the full term of the agreement. Early termination of this agreement will occur only upon approval of the Statewide ERP Executive Committee.

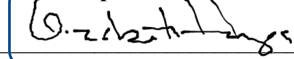
1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____ N/A _____

Date: _____ N/A _____

2. Minnesota Department of Administration

By:  _____
(with delegated authority)

Title: Chief Procurement Officer

Date: 8/30/2021

3. Minnesota Management and Budget

By: Cindy Farrell Digitally signed by Cindy Farrell
Date: 2021.08.26 16:35:43 -05'00'
(with delegated authority)

Title: Assistant Commissioner

Date: _____



**STATE OF MINNESOTA
SHARED SERVICES AGREEMENT**

This agreement is between the Minnesota Department of Administration (Admin) and Minnesota Management and Budget (MMB).

Agreement

1. Term of Agreement

- 1.1 **Effective date:** November 1, 2018, or the date the state obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. This agreement supersedes the previous agreement that went into effective in May, 2016.
- 1.2 **Continuous effect:** This agreement will remain in effect unless amended or terminated by the parties pursuant to the terms of this agreement.
- 1.3 **Termination:** This agreement may be terminated by the authorized representative of either party by giving written notice of termination at least 90 days prior to the effective date of the termination.

2. Scope of Work

This agreement enables Admin and MMB to share the services of a human resources office and coordinate human resources support for the operations of each agency by sharing its costs. The employees in this shared human resources office will be employees of the Department of Administration.

3. Goals of this Agreement

- Ensure each agency’s leadership teams have access to the necessary advice, support and strategic guidance to achieve its mission.
- Allow the two agencies to ensure adequate staffing capacity to meet needs.
- Coordinate efforts to provide specialized expertise and advanced strategic priorities, such as employee engagement, professional development, performance management, workforce planning, labor relations and other specialized areas.
- Promote strong working partnerships among the human resources office and each agency’s divisions, by maintaining ongoing communications and close working relationships with each agency’s leadership, managers and supervisors.
- Continually assess each agency’s requirements for human resources support to meet business needs.
- Maintain an electronic record of the vacancy filling process
- Meet quarterly to discuss goals and performance
- Meet these performance measures:

ACTIVITY	TURNAROUND TIME*
AUDITS	
Establish	Within 1 – 2 weeks of receipt

ACTIVITY	TURNAROUND TIME*
Reallocation	Within 4 – 6 weeks of receipt
CLASSIFICATION & COMPENSATION REQUESTS	
Review of classification and compensation requests. The HR office is not responsible for processing information if it has not received a written request.	Within 5 days of receipt of complete and accurate information packet from supervisors and managers
VACANCY FILLING	
Send Supervisors Welcome/Checklist; phone contact	Within 2 days of receipt
Post Internal vacancy for bidding per contract requirements	Within 3 days of receipt
Review bids, determine eligibility, respond to bidders and inform supervisor of eligible bidders	Within 2 days of closing
Identify minimum and preferred quals	Within 2 days of receipt or closing date for bids
Announce on Careers website	Within 3 days of closing date of internal posting OR within 3 days of receipt (can be posted simultaneously with internal posting)
Review résumés to determine if minimum quals are met/other obligations (AA, WC; Vets, etc); send roster to hiring supervisor	Within 5 days of closing date on posting
Notify candidates who did not meet min quals	Within 1 week of the date the roster was issued to supervisor
Notify candidates who are no longer being considered	Within 1 week of date of interviews
Notify staff to send offer letter	Within 2 days of offer/receipt of offer notification
Send offer letter	Within 2 days of receipt

4. Consideration and Payment

In consideration for the scope of work identified in section 2 of this agreement, MMB and Admin agree to share the costs of the operation of the human resources office as identified on Attachment 1 to this agreement.

The human resources director will establish and monitor performance to ensure that each agency is receiving support commensurate with the resources each agency is contributing to the agreement. This may include the use of time tracking to ensure the funding splits are properly allocated.

5. Conditions of Payment

This agreement must be performed to the mutual satisfaction of both parties. Issues related to this agreement should be resolved by the authorized representatives. The human resources director, the agency chief financial officers, or the authorized representatives may propose changes in the cost share agreement annually or if the work of the agencies changes as a result of reorganization, new powers and duties or other significant changes in work, so that the parties can remain confident of the appropriateness and mutual benefits of the agreement.

6. Authorized Representative

Admin's authorized representative is Lenora Madigan, Deputy Commissioner, Department of Administration, 50 Sherburne, 200 Admin Building, St. Paul, MN 55155, 651-201-2563, or her successor.

MMB's authorized representative is Eric Hallstrom, Deputy Commissioner, Minnesota Management and Budget, Centennial Office Building, St. Paul, MN 55155, 651-201-8010, or his successor.

The authorized representatives are responsible for monitoring the terms of this agreement and will meet regularly to evaluate the operation of the human resources office in light of the goals identified in section 3 of this agreement.

7. Supervision

The human resources director will report to Admin's authorized representative. The human resources director will meet biweekly with MMB's authorized representative to manage the delivery of human resources services to MMB. The human resources director and staff must serve the best interest of each agency independently.

Any human resources director performance reviews conducted by Admin will be shared with MMB's authorized representative and Admin will provide MMB with an opportunity to give input and make recommendations. Each agency authorized representative agrees to promptly share with each other any complaints made against the human resources director. Any complaints or performance concerns regarding the human resources director will be addressed in coordination with MMB, and Admin will consider recommendations provided by MMB before corrective actions or discipline are imposed. If warranted, complaints will be investigated promptly.

The human resources director or their designee will provide MMB with an opportunity to give input and make recommendations on human resources staff performance reviews. Each authorized representative agrees to promptly share with each other any complaints made against human resources staff. If warranted, complaints will be investigated promptly. Admin, in consultation with the human resources director will provide notice to MMB's authorized representative of discipline of human resources staff that could impact MMB's operations.

8. Amendments

Any amendment to this agreement must be in writing and will not be effective until the written amendment has been executed and approved by the authorized representatives, or their successors in office.

9. Liability

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

10. Data

Admin and MMB must comply with the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to this agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

Through this agreement the human resources director and human resources staff are permitted to access not public data needed to accomplish any work duties that are subject to the human resources functions that are provided by the human resources director and staff.

Each agency is responsible for responding to requests for data regarding the agency's own employees, including requests under the MGDPA and litigation discovery requests. Admin will have the duty to respond to requests for data on the human resources director or the human resources staff, with the assistance from and in coordination with MMB as necessary.

Whenever MMB has potential litigation that impacts data held by the human resources office, its director or staff, the legal counsel for MMB will notify legal counsel for Admin to request that Admin's employee be placed on a litigation hold.

1. Minnesota Management and Budget

By: 
Title: Deputy Commissioner

Date: 12 / 17 / 2018

2. Department of Administration

By: 
Title: Deputy Commissioner

Date: 12. 18. 18

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 Administration (ADM or Requesting Agency).

1. Services to be Performed:

The enterprise employee recruitment unit will provide support to and on behalf of cabinet-level agencies in the areas of diversity recruitment, recruiting for key hard to fill positions, and talent pipeline programs.

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 Employee Relations, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

ADM: Lenora Madigan, Deputy Commissioner, or their successor designated by the Commissioner, 50 Sherburne Avenue #200, St. Paul, MN, 55155 lenora.madigan@state.mn.us, 651-201-2563.

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: \$9,875

You will receive an annual invoice from MMB in August 2021. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective August 10, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.

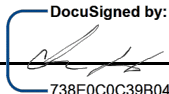
4. Amendments:

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:  _____
Date: 8/4/2021

DocuSigned by:
738E0C0C39B04A8...

3. Minnesota Management and Budget

By: _____
(with delegated authority)
Title: Chief Financial Officer
Date: 08-04-2021

2. Department of Administration

By: Lenora Madigan _____
(With delegated authority)

Digitally signed by
Lenora Madigan
Date: 2021.08.04
11:54:12 -0500

Title: _____

Date: _____

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

1. Services to be Performed:

The Office of Inclusion 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 Office of Inclusion 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.

ADM: Lenora Madigan, Deputy Commissioner, or their successor designated by the Commissioner, 50 Sherburne Avenue #200, St. Paul, MN, 55155 lenora.madigan@state.mn.us, 651-201-2563.

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: \$6,069.00

You will receive an annual invoice from MMB in October 2021. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective October 12, 2021, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2022.


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: 
604D107458D2453...

Date: 10/7/2021
201967/300-10979

2. Department of Administration

By: Lenora Madigan
Digitally signed by Lenora Madigan
Date: 2021.10.07 17:41:10 -0500
(With delegated authority)

Title: _____

Date: _____

3. Minnesota Management and Budget

By: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 10-08-2021

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT AMENDMENT
Amendment 1 to ePRO**

This is an amendment to the existing State of Minnesota Interagency Agreement between the Office of MN.IT Services (MN.IT) and the Minnesota Department of Administration (Agency).

Recitals

1. The parties agreed to an Interagency Agreement initially identified as ePRO, (“Original Agreement”) to modernize the State’s eProcurement functionality.
2. MN.IT and the Agency are willing to amend the original Interagency Agreement as stated below.
3. In this Amendment, changes to pre-existing Contract language will use ~~strike-through~~ for deletions and underlining for insertions.

Amendment 1

Revision 1: Consideration and Payment

The AGENCY agrees to contribute ~~\$250,000.00~~ \$205,000.00 to the Information and Telecommunications Account (ITA) for this project.

Except as amended herein, the terms and conditions of the Original Interagency Agreement remain in full force and effect.


Signatures:

1. Minnesota Department of Administration
(With delegated authority)

By: 
A5ECEB24C17A43E...
Title: CFO

Date: 7/29/2019

2. Office of MN.IT Services
(With delegated authority)

By: 
58BF08075AF6441...
Title: Procurement Director

Date: 7/29/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is between the Office of MN.IT Services (“MNIT”) and the Minnesota Department of Administration (“AGENCY”).

Recitals

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project is Phase I of a larger effort to modernize the State’s eProcurement functionality. This project will focus on implementation of eCatalogues which will provide an environment where end-users can shop and order from existing state contracts in a web-based electronic environment that is fully integrated with the State’s accounting system.

3 Consideration and Payment

The AGENCY agrees to contribute \$250,000.00 to the Information and Telecommunications Account (“ITA”) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

5 Authorized Representatives

The AGENCY’S Authorized Representative is Stewart McMullan, Chief Financial Officer, by phone at 651-201-2536, or by email at Stewart.mcmullan@state.mn.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6 Amendments

Any amendment to this agreement must be in writing and will be effective upon approval and execution by the parties.

7 Liability

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

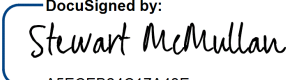
8 Termination

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

Signatures:

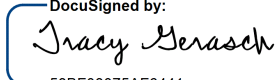
1. Minnesota Department of Administration

(With delegated authority)

By: 
Title: A5ECEB24C17A43E...
CFO
Date: 6/25/2019

2. Office of MN.IT Services

(With delegated authority)

By: 
Title: 58BF08075AF6441...
Procurement Director
Date: 6/25/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT AMENDMENT
Amendment 1 to MMB Critical Enterprise Systems**

This is an amendment to the existing State of Minnesota Interagency Agreement between the Office of MN.IT Services (MN.IT) and the Minnesota Department of Administration (Agency).

Recitals

1. The parties agreed to an Interagency Agreement initially identified as MMB Critical Enterprise Systems, ("Original Agreement") to advance the support of MMB's critical enterprise systems with resources to implement software updates that increase the level of security needed for the highly sensitive data that these enterprise systems contain.
2. MN.IT and the Agency are willing to amend the original Interagency Agreement as stated below.
3. In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

Amendment 1

Revision 1: Consideration and Payment

The AGENCY agrees to contribute ~~\$100,000.00~~ \$87,000.00 to the Information and Telecommunications Account (ITA) for this project.

Except as amended herein, the terms and conditions of the Original Interagency Agreement remain in full force and effect.

Signatures:

1. Minnesota Department of Administration

(With delegated authority)

By: DocuSigned by:
Stewart McMullan
A5ECEB24C17A43E...
Title: CFO

Date: 7/29/2019

2. Office of MN.IT Services

(With delegated authority)

By: DocuSigned by:
Tracy Gerasch
58BF08075AF6441...
Title: Procurement Director

Date: 7/29/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is between the Office of MN.IT Services (“MNIT”) and the Minnesota Department of Administration (“AGENCY”).

Recitals

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This request allows the AGENCY, Minnesota Management and Budget (MMB), and MNIT to advance the support of MMB’s critical enterprise systems with resources to implement software updates that increase the level of security needed for the highly sensitive data that these enterprise systems contain. Hardware costs are included to partially address end-of-life and disaster recovery equipment needed to achieve a more timely recovery of our systems in the event of a disruption in service. This project is being funded by multiple agencies, the AGENCY contribution is contained in this agreement.

3 Consideration and Payment

The AGENCY agrees to contribute \$100,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and

supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

5 Authorized Representatives

The AGENCY’S Authorized Representative is Stewart McMullan, Chief Financial Officer, by phone at 651-201-2536, or by email at Stewart.mcmullan@state.mn.us, or their successor.

MNIT’S Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6 Amendments

Any amendment to this agreement must be in writing and will be effective upon approval and execution by the parties.

7 Liability


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

8 Termination

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


Signatures:

1. Department of Administration
(With delegated authority)

By: 
A5ECEB24C17A43E...
Title: CFO

Date: 6/28/2019

2. Office of MN.IT Services
(With delegated authority)

By: 
58BF08075AF6441...
Title: Procurement Director

Date: 6/28/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This Interagency Agreement is between the Office of MN.IT Services (“MNIT”) and the Minnesota Department of Administration (“AGENCY”).

Recitals

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project will be a continuation of the current State Historic Preservation Office (SHPO) Portal Application Phase 1, currently under development. Phase 1 is limited to modernization of application and data management used within the SHPO current business processes. Phase 1.2 will include further business analysis, definition, and implementation of necessary process improvements, to ensure the business processes and associated portal application and data model can be extended to external users in a way that doesn’t jeopardize data integrity and security. Phase 1.2 will also allow general public access to limited National Register property information.

3 Consideration and Payment

The AGENCY agrees to contribute \$195,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

5 Authorized Representatives

The AGENCY’S Authorized Representative is Stewart McMullan, Chief Financial Officer, by phone at 651-201-2536, or by email Stewart.mcmullan@state.mn.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6 Amendments

Any amendment to this agreement must be in writing and will be effective upon approval and execution by the parties.

7 Liability

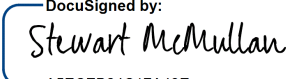
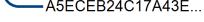
Each party is responsible for its own acts and behavior and the results thereof.

8 Termination

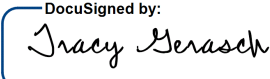
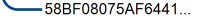
Either party may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

Signatures:

1. Minnesota Department of Administration
(With delegated authority)

By: 
Title: 
CFO
Date: 6/25/2019

2. Office of MN.IT Services
(With delegated authority)

By: 
Title: 
Procurement Director
Date: 6/25/2019

**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 Minnesota IT Services (MNIT).

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

MNIT: Jon Eichten, Deputy Commissioner, 658 Cedar Street, Saint Paul, MN 55155

3. Consideration and terms of Payment

In consideration for sustainability services provided, MNIT 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: **\$46,100** FY 2023: **\$46,100** Total for the biennium: **\$92,200**

4. Terms of Agreement

This agreement is effective July 1, 2021 and shall remain in effect until June 30, 2023.

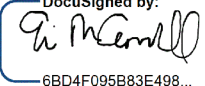
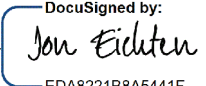
5. Amendments

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

Minnesota IT Services

<p>By:  _____</p> <p><small>DocuSigned by: 6BD4F095B83E498...</small></p> <p>Title: <u>Assistant Commissioner</u></p> <p>Date: <u>6/30/2021</u></p>	<p>By:  _____</p> <p><small>DocuSigned by: EDA8221B8A5441F...</small></p> <p>Title: <u>Deputy Commissioner</u></p> <p>Date: <u>6/30/2021</u></p>
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State of Minnesota Interagency Agreement

ODY No. ITA22.001
CPRS No. 78252

This Interagency Agreement (“Agreement”) is between the Office of MN.IT Services (“MNIT”) and Department of Administration (“AGENCY”).

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MNIT is supporting AGENCY with a project to automate the selection process of candidates and reference checking for selected candidates. The project will allow more candidates to be interviewed via an automated one-way first interview, reducing the amount of time hiring committees spend in the selection process. The project will greatly aid the selection of candidates as hiring supervisors will be able to identify red flags with candidates based on a dashboard view based on candidates responses.

3. Consideration and Payment

The AGENCY agrees to contribute \$4,400.00 USD to the Information and Telecommunications Account (“ITA”) for this project.

4. Conditions of Payment

- 4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.
- 4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

4.5 In the event Legislative Advisory Commission (LAC) approval is not obtained, this Odyssey Agreement will be terminated via amendment. AGENCY is responsible for any obligation incurred after the execution of this agreement where LAC approval is not obtained. For projects approved by the LAC, AGENCY is responsible for any obligations incurred prior to LAC approval, unless otherwise approved by MNIT.

5. Authorized Representative

The AGENCY’S Authorized Representative is Lenora Madigan, Chief Financial Officer, by phone at 651-201-2563, or by email at Lenora.Madigan@state.mnm.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6. Amendments

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

7. Liability

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

8. Termination

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

1. Department of Administration

With delegated authority

Name: Lenora Madigan

Signature:  7E0B59A7AA2347E...

Title: Deputy Commissioner

Date: 6/30/2021

2. Office of MNIT Services

With delegated authority

Name: Tracy Gerasch

Signature:  58BF08075AF6441...

Title: Procurement Director

Date: 6/30/2021



State of Minnesota Interagency Agreement

ODY No. ITA22.002
CPRS No. 78413

This Interagency Agreement (“Agreement”) is between the Office of MN.IT Services (“MNIT”) and Department of Administration (“AGENCY”).

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MNIT is supporting AGENCY with a project to complete enhancements to existing leasing and construction information reporting systems and potentially acquire new systems to streamline and better support the Department of Administration’s Real Estate and Construction Services (RECS) Division. Improvements and additional business functionality could include process, workflow tracking, data and document management, financial management, GASB compliance, lease administration/accounting, and construction administration/accounting.

3. Consideration and Payment

The AGENCY agrees to contribute \$350,000.00 USD to the Information and Telecommunications Account (“ITA”) for this project.

4. Conditions of Payment

- 4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.
- 4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT AMENDMENT
Amendment 3 to Small Agencies IT Benchmarking Project**

This is an amendment to the existing State of Minnesota Interagency Agreement between the Office of MN.IT Services (MN.IT) and the Minnesota Department of Administration (Agency).

Recitals

1. The parties agreed to an Interagency Agreement initially identified as Small Agencies IT Benchmarking Project, ("Original Agreement") to build on the FY13 benchmarking study to improve technology standards compliance, improved agency efficiency, IT systems modernization, better citizen service, long-term cost avoidance, business process improvement and cross-agency collaboration.
2. MN.IT and the Agency are willing to amend the original Interagency Agreement as stated below.
3. In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

Amendment 3

Revision 1: Term of Agreement

1.1 **Effective date:** June 17, 2013 or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MN.IT Enterprise Project Management Office approval of the Project Summary.

1.2 **Expiration date:** ~~June 30, 2019~~, June 30, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

Signatures:

1. Minnesota Department of Administration

(With delegated authority)

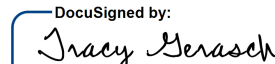
By:  DocuSigned by: Stewart McMullan

Title: CFO A5ECEB24C17A43E...

Date: 7/1/2019

2. Office of MN.IT Services

(With delegated authority)

By:  DocuSigned by: Tracy Gerasch

Title: Procurement Director 58BF08075AF6441...

Date: 7/1/2019



State of Minnesota Interagency Agreement

ODY No. ITA22.003
CPRS No. 78423

This Interagency Agreement (“Agreement”) is between the Office of MN.IT Services (“MNIT”) and Department of Administration (“AGENCY”).

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MNIT is supporting AGENCY with a project to further enhance the Parking and Transit System (PATS) system. The PATS database has been in place for a year and needs enhancements to improve efficiencies for FMD, and AGENCY also intends to create an interface within the PATS system for customers. Project will result in improved efficiency and higher customer satisfaction.

3. Consideration and Payment

The AGENCY agrees to contribute \$250,000.00 USD to the Information and Telecommunications Account (“ITA”) for this project.

4. Conditions of Payment

- 4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.
- 4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

4.5 In the event Legislative Advisory Commission (LAC) approval is not obtained, this Odyssey Agreement will be terminated via amendment. AGENCY is responsible for any obligation incurred after the execution of this agreement where LAC approval is not obtained. For projects approved by the LAC, AGENCY is responsible for any obligations incurred prior to LAC approval, unless otherwise approved by MNIT.

5. Authorized Representative

The AGENCY’S Authorized Representative is Lenora Madigan, Chief Financial Officer, by phone at 651-201-2563, or by email at Lenora.Madigan@state.mnm.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6. Amendments

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

7. Liability

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

8. Termination

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

1. Department of Administration

With delegated authority

Name: Lenora Madigan

Signature:  7E0B59A7AA2347E...


Title: Deputy Commissioner

Date: 6/30/2021

2. Office of MNIT Services

With delegated authority

Name: Tracy Gerasch

Signature:  58BF08075AF6441...

Title: Procurement Director

Date: 6/30/2021



State of Minnesota Interagency Agreement

ODY No. ITA22.004
CPRS No. 78430

This Interagency Agreement (“Agreement”) is between the Office of MN.IT Services (“MNIT”) and Department of Administration (“AGENCY”).

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MNIT is supporting AGENCY with a project to obtain a system to track, report and consult on, and collect fees related to archeological applications. The Office of the State Archeologist (OSA) issues archeological licenses jointly with the Minnesota Historical Society and in consultation with tribal communities and the Minnesota Indian Affairs Council. Due to a change in licensing processes OSA anticipates a significant increase in licenses requests in the coming year.

3. Consideration and Payment

The AGENCY agrees to contribute \$10,000.00 USD to the Information and Telecommunications Account (“ITA”) for this project.

4. Conditions of Payment

- 4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.
- 4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

4.5 In the event Legislative Advisory Commission (LAC) approval is not obtained, this Odyssey Agreement will be terminated via amendment. AGENCY is responsible for any obligation incurred after the execution of this agreement where LAC approval is not obtained. For projects approved by the LAC, AGENCY is responsible for any obligations incurred prior to LAC approval, unless otherwise approved by MNIT.

5. Authorized Representative

The AGENCY’S Authorized Representative is Lenora Madigan, Chief Financial Officer, by phone at 651-201-2563, or by email at Lenora.Madigan@state.mnm.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6. Amendments

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

7. Liability

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

8. Termination

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

1. Department of Administration

With delegated authority

Name: Lenora Madigan

Signature:  7E0B59A7AA2347E...

Title: Deputy Commissioner

Date: 6/30/2021

2. Office of MNIT Services

With delegated authority

Name: Tracy Gerasch

Signature:  58BF08075AF6441...

Title: Procurement Director

Date: 6/30/2021



State of Minnesota Interagency Agreement

ODY No. ITA22.005
CPRS No. 78434

This Interagency Agreement (“Agreement”) is between the Office of MN.IT Services (“MNIT”) and Department of Administration (“AGENCY”).

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MNIT is supporting AGENCY with a project to make enhancements to the Project Web Application (PWA) and Project Initiation Form (PIF) systems. The project will provide additional automation to the PWA PIF system for efficiency and tracking of project requests received for construction services.

3. Consideration and Payment

The AGENCY agrees to contribute \$15,000.00 USD to the Information and Telecommunications Account (“ITA”) for this project.

4. Conditions of Payment

- 4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.
- 4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.
- 4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

4.5 In the event Legislative Advisory Commission (LAC) approval is not obtained, this Odyssey Agreement will be terminated via amendment. AGENCY is responsible for any obligation incurred after the execution of this agreement where LAC approval is not obtained. For projects approved by the LAC, AGENCY is responsible for any obligations incurred prior to LAC approval, unless otherwise approved by MNIT.

5. Authorized Representative

The AGENCY’S Authorized Representative is Lenora Madigan, Chief Financial Officer, by phone at 651-201-2563, or by email at Lenora.Madigan@state.mnm.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6. Amendments

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

7. Liability

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

8. Termination

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

1. Department of Administration

With delegated authority

Name: Lenora Madigan

Signature:  7E0B59A7AA2347E...

Title: Deputy Commissioner

Date: 6/30/2021

2. Office of MNIT Services

With delegated authority

Name: Tracy Gerasch

Signature:  58BF08075AF6441...

Title: Procurement Director

Date: 6/30/2021



State of Minnesota Interagency Agreement

ODY No. ITA22.006
CPRS No. 78438

This Interagency Agreement (“Agreement”) is between the Office of MN.IT Services (“MNIT”) and Department of Administration (“AGENCY”).

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MNIT is supporting AGENCY for a project to upgrade the current Commissioner of Administration advisory opinion library to improve search functionality and make opinions more available and easy to access for members of the public.

3. Consideration and Payment

The AGENCY agrees to contribute \$10,000.00 USD to the Information and Telecommunications Account (“ITA”) for this project.

4. Conditions of Payment

- 4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.
- 4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.
- 4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

4.5 In the event Legislative Advisory Commission (LAC) approval is not obtained, this Odyssey Agreement will be terminated via amendment. AGENCY is responsible for any obligation incurred after the execution of this agreement where LAC approval is not obtained. For projects approved by the LAC, AGENCY is responsible for any obligations incurred prior to LAC approval, unless otherwise approved by MNIT.

5. Authorized Representative

The AGENCY’S Authorized Representative is Lenora Madigan, Chief Financial Officer, by phone at 651-201-2563, or by email at Lenora.Madigan@state.mnm.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6. Amendments

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

7. Liability

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

8. Termination

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

1. Department of Administration

With delegated authority

Name: Lenora Madigan

Signature:  7E0B59A7AA2347E...


Title: Deputy Commissioner

Date: 6/30/2021

2. Office of MNIT Services

With delegated authority

Name: Tracy Gerasch

Signature:  58BF08075AF6441...

Title: Procurement Director

Date: 6/30/2021



State of Minnesota Interagency Agreement

ODY No. ITA22.007
CPRS No. 78491

This Interagency Agreement (“Agreement”) is between the Office of MN.IT Services (“MNIT”) and Department of Administration (“AGENCY”).

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MNIT is supporting AGENCY with a project for the State Historic Preservation Office’s (SHPO) Program Analysis and Solution. This project continues analysis and documenting business processes of the SHPO’s programs for appropriate solutions and applications to their workflow and database challenges, and to move away from paper files and submissions to become fully automated and replace existing obsolete technology. Project includes application(s) buy/build and implementation.

3. Consideration and Payment

The AGENCY agrees to contribute \$170,000.00 USD to the Information and Telecommunications Account (“ITA”) for this project.

4. Conditions of Payment

- 4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.
- 4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

4.5 In the event Legislative Advisory Commission (LAC) approval is not obtained, this Odyssey Agreement will be terminated via amendment. AGENCY is responsible for any obligation incurred after the execution of this agreement where LAC approval is not obtained. For projects approved by the LAC, AGENCY is responsible for any obligations incurred prior to LAC approval, unless otherwise approved by MNIT.

5. Authorized Representative

The AGENCY’S Authorized Representative is Lenora Madigan, Chief Financial Officer, by phone at 651-201-2563, or by email at Lenora.Madigan@state.mnm.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6. Amendments

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

7. Liability

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

8. Termination

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

1. Department of Administration

With delegated authority

Name: Lenora Madigan

Signature:  7E0B59A7AA2347E...

Title: Deputy Commissioner

Date: 6/30/2021

2. Office of MNIT Services

With delegated authority

Name: Tracy Gerasch

Signature:  58BF08075AF6441...

Title: Procurement Director

Date: 6/30/2021



State of Minnesota Interagency Agreement

ODY No. ITA22.008
CPRS No. 78492

This Interagency Agreement (“Agreement”) is between the Office of MN.IT Services (“MNIT”) and Department of Administration (“AGENCY”).

Agreement

1. Term of Agreement

- 1.1 Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. June 30, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

MNIT is supporting AGENCY in a project to explore post-COVID hybrid work environment IT and telecommunications technology needs, including project management activities. This project will calculate, select, and implement the technologies necessary to support a mixed work environment where some staff are working fully remote, some are fully onsite, and some are part time in and out of the office. This hybrid work environment must have the technology necessary to support interaction with AGENCY’s clients and business partners wherever they are located.

This project will also fund a 2-3 year full-time, temporary unclassified IT Project Manager to lead the implementation of AGENCY’s IT projects.

3. Consideration and Payment

The AGENCY agrees to contribute \$830,000.00 USD to the Information and Telecommunications Account (“ITA”) for this project.

4. Conditions of Payment

- 4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.
- 4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

4.5 In the event Legislative Advisory Commission (LAC) approval is not obtained, this Odyssey Agreement will be terminated via amendment. AGENCY is responsible for any obligation incurred after the execution of this agreement where LAC approval is not obtained. For projects approved by the LAC, AGENCY is responsible for any obligations incurred prior to LAC approval, unless otherwise approved by MNIT.

5. Authorized Representative

The AGENCY’S Authorized Representative is Lenora Madigan, Chief Financial Officer, by phone at 651-201-2563, or by email at Lenora.Madigan@state.mnm.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6. Amendments

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

7. Liability

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

8. Termination

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

1. Department of Administration

With delegated authority

Name: Lenora Madigan

Signature: 
7E0B59A7AA2347E...

Title: Deputy Commissioner

Date: 6/30/2021

2. Office of MNIT Services

With delegated authority

Name: Tracy Gerasch

Signature: 
58BF08075AF6441...

Title: Procurement Director

Date: 6/30/2021



AMENDMENT # 01 TO MnDOT Interagency Agreement #: 1032567.

Contract Start Date:	12/11/2018	Original Contract Amount:	\$333,000.00
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2024	Current Amendment Amount:	\$375,000.00
		Current Contract Total: \$	\$708,000.00

Project Identification: Additional Staffing for the Office of the State Archeologist.

This amendment is by and between the Minnesota Department of Transportation (“MnDOT”), and the Minnesota Department of Administration, Office of the State Archaeologist (“OSA”).

Recitals

1. The State has a contract with the OSA identified as MnDOT Contract No. 1032567 (“Original Contract”) to provide MnDOT CRU with services regarding reviews under Minn. Stat. 138.40, Subd. 3 and Minn. Stat. 307.08, Subd. 10 as described in the original agreement.
2. The contract is expiring, and the parties wish to extend the Original Contract and add funding for future years.
3. The State and the OSA are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. Article 1. “**Term of Agreement; Incorporation of Exhibits**”, subarticle 1.2 is amended as follows:

- 1.2 **Expiration Date:** This agreement will expire on ~~June 30, 2021~~ June 30, 2024, unless terminated earlier pursuant to Article 8.

REVISION 2. Subarticle 3.4 is amended as follows:

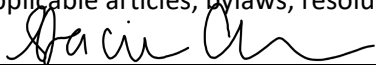
- 3.4 The total obligation of MnDOT for all compensation and reimbursements to OSA under this agreement will not exceed \$125,000 per fiscal year and will not exceed ~~\$330,000~~ \$708,000 for the total term of this agreement.


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]

OSA

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

By: 
Title: Assistant Commissioner, Department of Administration
Date: 5/18/2021

By: 
Title: State Archaeologist
Date: 05182021

COMMISSIONER OF TRANSPORTATION

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 # 150911

SWIFT Purchase Order # 3000557066

MnDOT CONTRACT MANAGEMENT

By: _____
Date: _____

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/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. 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 ENCUMBRANCE 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 -0600

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
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: Small Business Resource Center

This contract is between the Minnesota Department of Transportation ("MnDOT") and 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 July 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 C 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. The total obligation of MnDOT for all compensation and reimbursements to Admin under this contract will not exceed \$75,170.39.

- 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 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: Lee Zutz/Interim Program Operations Manager
Address: Minnesota Department of Transportation
Office of Civil Rights, Mail Stop 170
395 John Ireland Boulevard, Saint Paul, Minnesota 55155
Telephone: 651-366-3330
E-Mail: lee.zutz@state.mn.us

5.3. Admin Authorized Representative will be:

Name/Title: Christina Nebel-Dickerson/MN PTAC Program Director
Address: 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. Title VI/Non-discrimination Assurances.

10.1. 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.

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: **Michael Friberg** Digitally signed by Michael Friberg
Date: **2021.07.02 12:48:49 -05'00'**

Department of Administration

Signed: *A Roberts Davis*
Title: Commissioner
Date: 04.30.2021

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed: **Melissa Brand** Digitally signed by Melissa Brand
Title: **Brand**
Date: **2021.07.07 16:08:06 -05'00'**

MnDOT CONTRACT MANAGEMENT

Signed: **Kyle Fisher** Digitally signed by Kyle Fisher
Date: **2021.07.08 11:52:59 -05'00'**

**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.

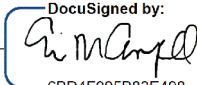

5. Amendments

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:  _____ <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  Digitally signed by Mark Gieseke <small>Date: 2021.06.25 09:25:46 -05'00'</small></p> <p>Title: Division Director</p>
--	---

**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/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. 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: Digitally signed by MNDOT 11-4-20

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: Digitally signed by MNDOT 11-4-20

Date: _____



STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF ADMINISTRATION (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, 2021

Expiration date: June 30, 2022

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 \$40,000.00 for the fiscal year ending June 30, 2022. Fiscal year payment should be processed by July 15, 2021. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

The total obligation for this agreement will be reassessed by or before January 1st, 2022 and is subject to change at that time.

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.

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.

Authorized Representative

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

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

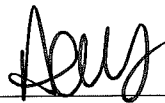
Agency Signature

By: Lenora Madigan Digitally signed by Lenora Madigan Date: 2021.07.15 17:56:34 -05'00'

Title: Deputy Commissioner

Date: 7.15.21

Office of the Governor Signature

By: 

Title: CUO

Date: 7/19/21



STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Services

The DEPARTMENT OF ADMINISTRATION agrees to provide direct funding to support the salary, fringe benefits, operating expenses, and back-up support related to grounds-keeping services for the Governor's Residence. The Governor's Office will provide the administrative and personnel oversight of this position as it is a position hired by and managed by the Governor's Residence Manager.

Term of Agreement

Effective date: July 1, 2021

Expiration date: June 30, 2023

Consideration and Payment

The position will be part of the Governor's Office compensation plan and payroll with the funding source coming from the Department of Administration on a per pay period basis.

Payroll Funding Information:

Dept ID G0234160, Fund 5400, App: G021801, Project: BU G0201, Project ID: G02PMB218,
Activity: 1, Source: STATE

Authorized Representative

The Office of the Governor's Authorized Representative is Amanda Simpson. The agency's Authorized Representative is the Lenora Madigan.

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.

AUTHORIZED SIGNATURES


Agency Signature

By: Lenora Madigan Digitally signed by
Lenora Madigan
Date: 2021.07.15
18:04:31 -05'00'

Title: Deputy Commissioner

Date: 7.15.21

Office of the Governor Signature

By: 

Title: COO

Date: 7/19/21

**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 Governor’s Office.

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

Governor’s Office: Amanda Simpson, Director of Operations, Office of Governor Tim Walz & Lt. Governor Peggy Flanagan, 75 Rev Dr. Martin Luther King JR Blvd., Suite 130, Saint Paul, MN 55155 (651) 201-3416

3. Consideration and terms of Payment

In consideration for sustainability services provided, the Governor’s Office 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: **\$900** FY 2023: **\$900** Total for the biennium: **\$1,800**

4. Terms of Agreement

This agreement is effective July 1, 2021 and shall remain in effect until June 30, 2023.

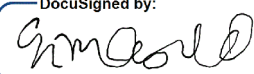
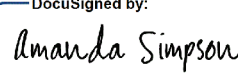
5. Amendments

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

Governor’s Office

<p>By:  _____</p> <p><small>DocuSigned by: 6BD4F095B83E498...</small></p> <p>Title: <u>Assistant Commissioner</u></p> <p>Date: <u>6/24/2021</u></p>	<p>By:  _____</p> <p><small>DocuSigned by: 4AB6632F4BB1460...</small></p> <p>Title: <u>COO</u></p> <p>Date: <u>6/24/2021</u></p>
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STATE OF MINNESOTA INTERAGENCY AGREEMENT

Admin's Small Agency Resource Team (SmART) seeks to improve the efficiency and effectiveness of financial and human resources services for small agencies, boards, and councils. SmART enables administrative efficiency by sharing the specialized resources and expertise of a larger administrative organization. SmART's services enable partner agencies to better focus on their core business.

This agreement is between the Minnesota Department of Administration SmART (Admin) and the Board of Peace Officer Standards and Training (Agency).

Agreement

1. *Term of Agreement*

1.1 *Effective date:* July 1, 2021.

1.2 *Expiration date:* June 30, 2023 or until all obligations have been satisfactorily fulfilled, whichever comes first.

2. *Scope of Work*

Admin will provide human resource services, accounting transaction and other financial services to the Agency as described in Exhibits A, B, C, D and E, which are attached and incorporated into this agreement. Exhibits A, B, C and D describes the division of responsibilities between Admin and the Agency as it relates to this work. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities.

The Agency retains decision-making authority and responsibility for its human resource decisions for ongoing implementation of appropriate business processes. Admin provides transactional, relational, and other human resource expertise in an advisory capacity. The parties understand and agree that Admin is not and not intended to be the employer or joint employer of the Agency's applicants, employees or former employees by reason of the work performed or services provided under the Agreement. The Agency is responsible for following all applicable employment laws, collective bargaining agreements and compensation plan requirements, state policies and procedures.

The Agency retains ownership and responsibility for its spending decisions and for ongoing implementation of appropriate business processes, while Admin provides transaction and other financial services and serves in an advisory capacity.

3. *Authorized Representative*

Admin's Authorized Representative is Lenora Madigan, Deputy Commissioner, 50 Sherburne Avenue, St Paul, MN 55155, or her successor.

The Agency's Authorized Representative is Erik Misselt, Executive Director, or his successor.

In the event the Agency has a dispute involving services provided by Admin that cannot be resolved through normal interaction with Admin staff, the Agency, at its discretion, should contact Admin's Deputy Commissioner, Lenora Madigan, to seek resolution.

4. *Consideration and Payment*

The total cost for all services covered by this agreement is \$103,000 for FY22 with the FY23 amount

to be determined in June 2022. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this agreement.

5. Amendments

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature authorities identified in Exhibit E, 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. Changes to the signature authorities in Exhibit E must be acknowledged with a revised Exhibit E signed by the Agency's Authorized Representative or by other written communication (memo, email, etc.)

6. Government Data Practices

Admin and the Agency must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data exchanged under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by either party to this agreement. The civil remedies of Minnesota Statutes Chapter 13.08 apply to the release of the data referred to in this clause by either party.

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 90 days' written notice to the other party.

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

Signed: 
691D107158D3453...

Purchase Order: 197377/300-455

Date: 8/9/2021 (originally encumbered on 7/19/21)

Board of Peace Officer Standards and Training (Agency)

By:  (with delegated authority)

Title: EXECUTIVE DIRECTOR

Date: 6/28/21

Department of Administration (Admin)

By: Lenora Madigan (with delegated authority)
Digitally signed by Lenora Madigan Date: 2021.06.30 19:16:12 -05'00'

Title: Deputy Commissioner

6.30.21
Date: _____

STATE OF MINNESOTA
Amendment 01 to Interagency Agreement

Agreement Effective Date:	Sep. 16, 2022___	Total Agreement Amount:	\$6,800,387.20
Original Agreement Expiration Date:	Dec. 31, 2023___	Original Agreement:	\$6,800,387.20
Current Agreement Expiration Date:	Dec. 31, 2023___	Previous Amendment(s) Total:	na_____
Requested Agreement Expiration Date:	na_____	This Amendment:	\$0.00 (zero cost)

This amendment 01 is by and between the State of Minnesota, acting through its **MINNESOTA DEPARTMENT OF ADMINISTRATION (ADMIN)** and the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS (MDVA)** for FF&E at Minnesota Veterans Home at Bemidji, Montevideo, and Preston.

Amendment REVISION 1. “RECITALS” is amended as follows

A. Authorizing Legislation:

- 2018 Minn. Laws, Regular Session, Ch. 214—H.F.No. 4425, Article 1, sec. 19. Veterans Affairs, subd. 3. Appropriation of \$32,000,000 to the commissioner of administration for the purposes specified design, construction, furnish and equip a veterans home in Bemidji, Montevideo, and Preston.
- 2022 Minn. Laws, Regular Session, Ch. 54—S.F.No. 4233, Article 1, sec. 3. Veterans Affairs, subd. 1(b). Appropriation of \$16,544,000 to the commissioner of administration for the purposes specified design, construction, furnish and equip a veterans home in Bemidji, Montevideo, and Preston.
- 2018 Minn. Laws, Regular Session, Ch. 214—H.F.No. 4425, Article 2, sec. 44. Veterans Homes Construction, subd. 3. Nonstate contribution. The commissioner of administration may accept contributions of land or money from private individuals, businesses, local governments, veterans service organizations, and other nonstate sources for the purpose of providing matching funding when soliciting federal funding for the development of the homes authorized by this section at the following locations of Preston, Montevideo, and Bemidji.
- 2022 Minn. Laws, Regular Session, Ch. 54—S.F.No. 4233, Article 1, sec. 4. New Veterans Homes; Bemidji, Montevideo, and Preston; Appropriation.
 - (a) \$10,329,000 in fiscal year 2022 is appropriated from the general fund to the commissioner of administration for new veterans homes in Bemidji, Montevideo, and Preston. This appropriation is in addition to the appropriation for the same purposes in Laws 2018, chapter 214, article 1, section 19, subdivision 3, and is available until the project is completed or abandoned subject to Minnesota Statutes, section 16A.642.
 - (b) \$2,389,000 of this appropriation is to design, construct, furnish, and equip the veterans home in Bemidji.
 - (c) \$6,955,000 of this appropriation is to design, construct, furnish, and equip the veterans home in Montevideo.
 - (d) \$985,000 of this appropriation is to design, construct, furnish, and equip the veterans home in Preston.

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 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: **JOHN POWERS** Digitally signed by JOHN POWERS
Date: 2022.09.30 08:36:32 -05'00'

Date: _____

3. MDVA AGENCY

By:  _____
(with delegated authority)

Title: Commissioner

Date: September 30, 2022

2. MINNESOTA DEPARTMENT OF ADMINISTRATION

By: **Ryan Allen** Digitally signed by Ryan Allen
Date: 2022.09.28 17:48:25 -05'00'
(With delegated authority)

Title: _____

Date: _____

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the **MINNESOTA DEPARTMENT OF ADMINISTRATION (ADMIN)** and the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS (MDVA)**.

RECITALS

- A. Authorizing Legislation:
- 2018 Minn. Laws, Regular Session, Ch. 214—H.F.No. 4425, Article 1, sec. 19. Veterans Affairs, subd. 3. Appropriation of \$32,000,000 to the commissioner of administration for the purposes specified design, construction, furnish and equip a veterans home in Bemidji, Montevideo, and Preston.
 - 2022 Minn. Laws, Regular Session, Ch. 54—S.F.No. 4233, Article 1, sec. 3. Veterans Affairs, subd. 1(b). Appropriation of \$16,544,000 to the commissioner of administration for the purposes specified design, construction, furnish and equip a veterans home in Bemidji, Montevideo, and Preston.
- B. Budgets for Furniture, Fixture and Equipment (FF&E) for each Minnesota Veterans Home (MVH) site are as follows:
- Bemidji = \$2,345,907.10 (Two million three hundred forty-five thousand nine hundred seven dollars and ten cents)
 - Montevideo = \$2,550,000.02 (Two million five hundred fifty thousand dollars and two cents)
 - Preston = \$1,904,480.08 (One million nine hundred four thousand four hundred eighty dollars and eight cents)
- C. MDVA has qualified and experienced managers and contracts staff responsible for planning, procuring, and implementation of FF&E work.
- D. MDVA and ADMIN are governed by the same statutes and laws related to contracts and other requirements applicable to projects funded by state general obligation bond and general fund proceeds.
- E. Upon completion of FF&E work at the MVH, MDVA will assume responsibility for operation and maintenance of the furniture, furnishings, and equipment.
- F. MDVA and ADMIN desire to set forth herein the provisions relating to the management, procurement, and oversight of FF&E work for the MVH in Bemidji, Montevideo, and Preston.

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, whichever is later.
- 1.2 **Expiration date:** **December 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

2.1 The Minnesota Department of Administration (ADMIN), Real Estate and Construction Services will:

- 2.1.1 Designate an ADMIN Agency Representative, **Ryan Allen**, to assist FF&E work for Projects 75BJ0001 New MVH at Bemidji, 75MT0001 New MVH at Montevideo, and 75PR0001 New MVH at Preston
- 2.1.2 Direct design consultant (Wold Architects and Engineers) to assist MDVA in development of FF&E
- 2.1.3 Establish budgets for FF&E for each site which are as follows:
 - 2.1.3.1 75BJ0001 New MVH-Bemidji = \$2,345,907.10 (Two million three hundred forty-five thousand nine hundred seven dollars and ten cents)
 - 2.1.3.2 75MT0001 New MVH-Montevideo = \$2,550,000.02 (Two million five hundred fifty thousand dollars and two cents)
 - 2.1.3.3 75PR0001 New MVH-Preston = \$1,904,480.08 (One million nine hundred four thousand four hundred eighty dollars and eight cents)
- 2.1.4 Budgets summary for each site were established from attached exhibits of cost estimates dated June 23, 2021. Budget sheets list items included and excluded items. Items include tax, freight, installation, inflation, and contingency. Excluded items are included in construction GMP contract, operations office supplies, and operations resident supplies.
- 2.1.5 Establish a schedule for the specification, procurement phase, contracting, fabrication, and installation of FFE. General milestone dates that work for each site are:
 - Spring 2022 – Specification of FF&E
 - Summer 2022 – FF&E procurement phase. Includes review by Department of Administration – Office of State Procurement (OSP).
 - September 2022 – March 2023 (7 months) - Fabrication
 - Spring 2023 (between April 1st through July 31, 2023) – FF&E install date

2.2 The MDVA Agency will:

- 2.2.1 Designate a MDVA Agency Representative, **Commissioner Larry Herke**, (Authorized MDVA Agency Representative) to oversee and manage FF&E plans related to Projects
- 2.2.2 With assistance from design consultant, develop a detailed FF&E plan to meet program requirements in accordance with requirements for use of fund proceeds, the authorizing appropriation and other applicable laws, rules, policies, and procedures
- 2.2.3 FF&E plan must be reviewed and approved by Authorized MDVA Agency Representative or designee
- 2.2.4 Variances with FF&E plan must be reviewed and approved by ADMIN Agency Representative or designee
- 2.2.5 Determine if items are available on State Contract for purchasing
- 2.2.6 If not on State contract and item cost is within purchasing authority, ADMIN to provide solicitation through OSP
- 2.2.7 Encumber funds for contracts and issue payment for all approved invoices, subject to availability of funds for this purpose
- 2.2.8 Approve all lawful changes in work after contract is let
- 2.2.9 If cost is greater than purchasing authority, request ADMIN to proceed with the acquisition

- 2.2.10 Provide ADMIN Agency Representative with a PDF copy of all contracts/purchase orders via e-mail.
- 2.2.11 Upon receipt of invoice and dated receiving slip or other documentation of receipt, provide ADMIN Agency Representative a PDF copy via e-mail
- 2.2.12 Review, approve, and issue payment of all approved invoices within 30 days of receipt of correctly submitted invoice that are satisfactorily installed on-site
- 2.2.13 Maintain a fixed asset inventory of all purchased FF&E in accordance with state policies and procedures
- 2.2.14 Track all purchase orders and payments made with project funds

3 Consideration of Payment

- 3.1 The total obligation for all compensation and reimbursements to MDVA under this agreement will not exceed:
 - 3.1.1 \$2,345,907.10 (Two million three hundred forty-five thousand nine hundred seven dollars and ten cents) for project 75BJ0001 New MVH-Bemidji
 - 3.1.2 \$2,550,000.02 (Two million five hundred fifty thousand dollars and two cents) for project 75MT0001 New MVH-Montevideo
 - 3.1.3 \$1,904,480.08 (One million nine hundred four thousand four hundred eighty dollars and eight cents) for project 75PR0001 New MVH-Preston
- 3.2 On or before ten business days from the effective date of this Agreement, the Department of Administration shall request the Minnesota Management & Budget to approve an appropriation transfer of below to Minnesota Department of Veterans Affairs of:
 - 3.2.1 \$2,345,907.10 (Two million three hundred forty-five thousand nine hundred seven dollars and ten cents) for project 75BJ0001 New MVH-Bemidji
 - 3.2.2 \$2,550,000.02 (Two million five hundred fifty thousand dollars and two cents) for project 75MT0001 New MVH-Montevideo
 - 3.2.3 \$1,904,480.08 (One million nine hundred four thousand four hundred eighty dollars and eight cents) for project 75PR0001 New MVH-Preston

4 Consideration of Payment

All procurement, design and construction under this agreement must be performed in accordance with M.S. Chapters 16B and 16C, and other applicable statutes.

5 Authorized Representatives

Minnesota Department of Administration's Authorized Representative is **Ryan Allen**, ADMIN, RECS, 200 Administration Building, 50 Sherburne Avenue, Saint Paul, Minnesota 55155; (651) 201-2392 ryan.allen@state.mn.us , or successor.

Minnesota Department of Veterans Affairs's Authorized Representative is **Commissioner Larry Herke**, MDVA, 20 West 12th Street, Veterans Service Building, Saint Paul, MN 55155; (651) 757-1555 larry.herke@state.mn.us , or successor.

6 Amendments

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

their successors in office.

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

2. MINNESOTA DEPARTMENT OF ADMINISTRATION

By: **Ryan Allen** Digitally signed by Ryan Allen
Date: 2022.09.16 11:54:47 -05'00'

(With delegated authority)

Title: Interim RECS Division Director

Date: _____

3. MDVA AGENCY

By: _____
(with delegated authority)

Title: Commissioner

Date: _____



Comprehensive IT Service Level Agreement

in direct support of

Department of Administration

Business Operations

October 1, 2018

Updated for newly appointed Commissioner Signatures

April 26, 2019

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Service Agreement – General Terms

Introduction

Revision 9/17/2018 v2.

The purpose of this Service Level Agreement (SLA) is to provide a basis for close cooperation between Minnesota IT Services (MNIT) and agencies, boards, and councils (Agency) and for support services to be provided by MNIT to the Agency, thereby ensuring that IT services are timely, cost effective, and efficient for the Agency.

The complete agreement consists of three parts:

1. Service Agreement: General Terms
2. Service Agreement: Projects and Services
3. Service Agreement: Performance Metrics

The primary objective of this SLA is to define the service delivery items that will govern the relationship between MNIT and the Agency. This SLA documents the required business-facing information technology (IT) services that support the existing Agency business processes at the existing service levels.

This SLA, and all supporting documents which are incorporated herein by reference, supersedes in its entirety any previous service level agreements between MNIT and the Agency, or any other similar agreements relating to Laws of Minnesota 2011, First Special Session chapter 10, article 4 (the IT Consolidation Act). This SLA is authorized by and implements the requirements set forth in the IT Consolidation Act.

For purposes of this SLA, “information technology” (IT) is defined as the acquisition, storage, communication, and processing of information by computers, telecommunications, applications and other software. This includes, but is not limited to: business data, voice, images, and video. IT provides an agency with business process automation, productivity tools and information delivery services to help execute the business strategy. Specific components of IT include, but are not limited to, enterprise-wide and agency-specific applications (business application software and related technical support services), system software, networks, databases, telecommunications, data centers, mainframes, servers, desktops, laptops/mobile computing devices, output devices such as printers, electronic mail,

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office systems, reporting, and other standard software tools, help desk, upgrades, security and IT service continuity, and maintenance and support of these systems.

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

Objectives

- To create an environment that is conducive to a cooperative relationship between MNIT and the Agency to ensure the effective support of the Agency as it conducts its business.
- To document the roles and responsibilities of all parties taking part in the SLA.
- To ensure that the Agency receives the provision of agreed upon service levels with the support of MNIT.
- To define the services to be delivered by MNIT and the level of expected service and anticipated costs that can be expected by the Agency, thereby reducing the possibility for misunderstandings.
- To provide a common understanding of service requirements or capabilities and service levels and objectives.
- To provide a single, easily referenced document that addresses the objectives as listed above.

Review Process

This SLA will be reviewed by MNIT and the Agency no less frequently than every two years. MNIT and the Agency will maintain regular dialog and use the SLA as a basis for cooperation between the two entities in order to ensure that the Agency is receiving the services it needs.

Common Partnership

MNIT and the Agency will work collaboratively to meet the State's strategic direction and business needs and will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services.

MNIT and the Agency agree to all terms in this Agreement, including as follows:

- In conjunction with state agencies and other stakeholders, MNIT will establish and maintain a formal governance process that includes agency business participation and incorporates agency business requirements into overall IT strategy and direction.

-
- MNIT's oversight authority includes, but is not limited to, IT planning activities, IT budget management, IT purchasing, IT policy development and implementation, and direction of MNIT employees. MNIT's oversight authority does not extend to the non-IT portions of the Agency's business operations, plans or needs.
 - MNIT provides enterprise IT services to all state agencies, boards, and councils as defined in Minnesota Statutes, section 16E. MNIT assigns a Chief Business Technology Officer (CBTO) to work with agencies, boards, and councils to deliver and sustain agency-specific solutions to meet their unique mission system and application requirements.

MNIT Roles and Responsibilities

MNIT will work with the Agency to ensure the best interest of the state and the Agency it supports.

MNIT has the responsibility to:

- Coordinate, develop, communicate, and manage all IT strategic planning and establish the state's IT direction in the form of policies, standards, guidelines and directives.
- Collaborate with agencies to develop and determine delivery strategies for all executive branch state agency IT activity and services consistent with the IT Governance Framework.
- Manage IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs, and legal requirements pertaining to IT resources and IT resource funding.
- Manage all IT employees. All IT employees are MNIT employees and report up through the MNIT Commissioner.
- Perform human resources services for MNIT employees. MNIT Human Resources (HR) has authority with regard to IT-related employment including, but not limited to, transactions, classification, compensation, staffing (including hiring and termination), labor relations, unemployment, workforce planning, recruitment, training, safety and investigations.
- Work with agencies to support development of legislative initiatives related to IT.
- Determine responsibility, role and compensation for the Agency-based CBTO. Create a position description, complete performance appraisals of the Agency-based CBTO, and implement performance-related measures, including performance management.
- Implement and maintain appropriate IT internal controls for all IT-related business needs. Additionally, set information security policies and standards, and oversee the

security of the state's executive branch information and telecommunications technology systems and services. MNIT will proactively identify and communicate to the Agency any system risks, vulnerabilities, weaknesses, threats or gaps that put the Agency at risk and identify options for change to address the risk, within the parameters and limits of the resources available to MNIT. MNIT is not responsible for maintaining internal controls for Agency non-IT related business.

- Develop and maintain plans and procedures for the recovery of the state's executive branch critical information and telecommunications technology systems and services in case of system or service interruption or failure. MNIT will collaborate with executive branch state agencies to develop recovery strategies consistent with business priorities and timelines. MNIT will coordinate and communicate response and recovery activities and timelines with executive branch state agencies during a continuity incident, emergency or disaster. MNIT will also collaborate with executive branch state agencies on training, testing and exercise activities to determine and improve the effectiveness of IT continuity plans and procedures.
- MNIT will collaborate with the Agency to comply with all applicable state and federal laws, rules and regulations that affect all consolidated agencies, boards, and councils. MNIT will work with the Agency to comply with the additional agency-specific legal and/or regulatory, safety and security requirements, and state standards. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
- Provide timely, accurate invoices to the Agency at a level of detail necessary for the Agency to identify the appropriate funding source from which to make payment, and respond to agency billing questions.
- Provide regular rate and cost information to the Agency sufficient for the Agency to plan, manage, and commit funding for Agency IT services, fiscal operations, and functions related to the CBTO and MNIT employees.

The Agency Roles and Responsibilities

The Agency has the responsibility to:

- Ensure the CBTO is in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent.
- Include the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and work in partnership to ensure that the MNIT IT strategy supports the business needs of the Agency.

-
- Provide feedback to MNIT's Commissioner regarding the performance of the Agency's CBTO as the Agency deems appropriate.
 - Work with MNIT to perform a portion of the other administrative services and partner with MNIT on legislative functions, as needed and agreed upon by the parties to this SLA. (Specific services will be added to the local services section of this document.)
 - Collaborate with MNIT to identify and ensure Agency compliance with all applicable state and federal laws, rules, standards and regulations. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
 - Process and pay all invoices to MNIT in a timely manner. The Agency may request a credit or an amendment to a bill if there is an error.
 - Work collaboratively with MNIT and the CBTO to adhere to the policies, processes and procedures for requesting and maintaining IT services and tools, and participate in IT project management methodologies.
 - Collaborate with MNIT on MNIT's Asset Management and Inventory to ensure proper accounting for IT assets at the Agency, in compliance with federal and state statutory and regulatory requirements and policies.
 - Determine and communicate new service requirements to the CBTO based on program needs including, but not limited to, changes in service volumes and IT projects, identifying funds for new services and investments, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
 - Unless otherwise approved by MNIT's Commissioner, provide at least 30 days' notice to MNIT of cancellation of projects and termination of services. This is required because MNIT is obligated under labor agreements to provide staff with a 21-day notice of layoffs.
 - Work with its CBTO to provide necessary financial accounting services and purchasing of IT goods and services for the Agency. Provide regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, fiscal operations and functions related to the CBTO and MNIT employees.
 - Develop and maintain a continuity of operations plan and procedures that include the Agency's business priorities, timelines and critical information needs. Collaborate with MNIT to develop recovery strategies for the critical telecommunications and technology systems and services needed to support business services. Coordinate and communicate response and recovery activities with MNIT during a continuity incident, emergency or disaster. Work jointly with MNIT on training, testing and exercise activities to determine and improve the effectiveness of continuity plans and procedures.

- Provide oversight, leadership, and direction for Agency IT investments and services.

The Chief Business Technology Officer Roles and Responsibilities

The CBTO represents MNIT at the Agency, oversees all Agency-based MNIT resources and employees, and reports to MNIT. The CBTO is responsible for maintaining a strong and collaborative partnership with the Agency. The CBTO has the authority and responsibility to:

- Hire and manage MNIT employees in coordination with MNIT Human Resources.
- Represent MNIT in communications with Agency leadership regarding the Agency's needs for IT services to support the Agency's unique business operations and priorities.
- Ensure that the Agency is made aware of and implements all MNIT IT policies, standards, guidelines, direction, strategies, procedures and decisions. Where the Agency does not implement the aforementioned, the CBTO will inform the Agency where and how the Agency is assuming risk. The CBTO will work with the Agency to identify and avoid risks that the Agency cannot assume because they would impair other agencies, boards, or councils.
- Report directly to, and be held accountable by MNIT for IT operational direction including, but not limited to, IT-related planning activities, purchasing, security, policy implementation and management of MNIT employees.
- Maintain regular dialog with the Agency's senior leadership to ensure that the SLA performance expectations reflect the current Agency needs and that the Agency is receiving the services it needs.
- Manage within the Agency-approved IT Budget, including determining service delivery strategies in consultation with the Agency. Work with Agency to ensure shared understanding of MNIT financial accounting and IT management and purchasing for the Agency. Provide regular financial reporting sufficient for the Agency to plan, manage, and commit funding for IT services and other IT operations.

Data Handling Roles and Responsibilities

- The Agency's electronic data that is housed on MNIT-managed technology belongs to the Agency and is subject to the Agency's direction and control. MNIT is the custodian of the Agency's electronic data. The State Chief Information Officer is not the responsible authority under Minnesota Statutes, Chapter 13 (the Data Practices Act) for the Agency's data that resides on MNIT managed technology equipment. Agencies will work collaboratively with MNIT to ensure that MNIT has the appropriate resources to adhere

to all policies and requirements provided by the Agency in order to protect the Agency's data.

- Should MNIT receive a data request for the Agency's data, MNIT will not produce the requested data. However, MNIT will assist in retrieving the data housed on MNIT-managed technology if requested by the Agency to do so.
- Should an Agency receive a request for MNIT data, the Agency will not produce the requested data.
- Should a request include Agency data and MNIT data, MNIT and the Agency will work together to appropriately respond to the request.
- Minnesota Statutes, Chapter 16E, requires the Agency to share data, including not public Agency data, with MNIT as necessary for MNIT to provide IT services and equipment to the Agency. Sharing data as required by Chapter 16E, and in the manner prescribed in the Data Practices Act, does not affect the classification of any not public data shared with MNIT and is not intended to waive any privileges afforded to not public data under applicable law.
- In accordance with the Data Practices Act, MNIT will only access and use not public agency data that it is the custodian of in relation to a work assignment or project on behalf of the Agency.
- Should MNIT or the Agency become aware of a known or suspected security incident or potential breach of an Agency's electronic data, each will promptly notify the other. MNIT will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional Agency resources. The Agency will be responsible for complying with the notice and regulatory requirements under the Data Practices Act and other applicable state and federal laws, rules, and regulations for any breaches of Agency data.
- This SLA is not meant to supersede, waive, or violate data handling roles and responsibilities set forth in state law, federal law, or any applicable data sharing and/or business associate agreement between MNIT and Agency.

Budget Scope

Enterprise rate-based services and services provided by the CBTO will be billed directly to the Agency. The CBTO will work with the Agency's Chief Financial Officer (CFO) and other appropriate finance staff as designated by the CFO to develop budget for local services, and to ensure that all IT expenditures are accounted for, such as staffing, hardware, software, supplies, training, and administrative costs. Staffing

costs include legal and settlement costs for MNIT employees assigned to the Agency. All IT budget expenditures must be approved by the CBTO or delegate.

MNIT and the Agency will collaborate to determine appropriate accounting processes to support the Agency's payment of all MNIT bills. MNIT and the Agency will cooperatively plan and communicate regarding IT expenditures and billing.

Acceptance

In the IT Consolidation Act, the Minnesota Legislature required the Chief Information Officer to enter into a Service Level Agreement governing the provision of IT systems and services, assets, and personnel with each state agency. STATE GOVERNMENT, INNOVATIONS AND VETERANS OMNIBUS BILL, 2011 Minn. Session Law Serv. 1st Special Session, Ch. 10, Art. 4 (S.F. 12).

For the departments, agencies, offices, councils, boards, commissions and other entities in the executive branch of Minnesota State government that are subject to IT Consolidation, the use of MNIT is required by the State Legislature. MNIT recognizes that providing IT services is most successfully done in close partnership with the Agency. MNIT and the Agency representative will memorialize their formal partnership by adding their signatures to this document.

Dispute Management

The parties agree to cooperate with each other in the performance of the duties and responsibilities under this SLA. Each party to this SLA will make every effort to avoid disputes by clearly documenting communication and engaging the applicable chain of command as necessary. If the parties are unable to reach an agreement with respect to any dispute related to the services, terms, and provisions of this SLA, the Agency's Commissioner/CEO/Executive Director and MNIT's Commissioner will meet to determine further action. If no agreement can be reached, the Agency and MNIT will participate in conflict resolution proceedings managed by the Bureau of Mediation Services.

Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the acts or omissions, including lack of funding, of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have, nor shall anything herein be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this SLA.

Additional Provisions

The terms of this SLA are not intended to supersede or violate any applicable bargaining unit contracts, state laws, or federal laws. If any provision of this SLA is determined to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this SLA shall remain in full force and effect.

Law to Govern

This SLA shall be interpreted and enforced in accordance with the laws of the State of Minnesota. Any legal proceedings arising out of this SLA, or breach thereof, shall be adjudicated in the state courts of Minnesota, and venued in Ramsey County, Minnesota.

Assignment

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

Service Agreement – Projects and Services

Template version 8/31/2018 v2.

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

Projects

Definitions:

- **Project:** a temporary endeavor undertaken to create a unique product, service or result. It has a start date, specific goals and conditions, defined responsibilities, a budget, a plan, and end date. Examples include, but are not limited to, developing a new product or service, developing or acquiring a new or modified information system, upgrades, and releases.
- **IT Project:** an effort to acquire or produce information and telecommunications technology systems and services.

- Total expected project cost: direct staff costs, all supplemental contract staff and vendor costs, and costs of hardware and software development or purchase.

Projects can have multiple funding sources including:

- A specific legislative appropriation called a Biennial IT (BIT) project.
- A 2001 fund allocation known as an Odyssey Fund project.
- An internal agency budget allocation known as an Agency Funded project.

Each of these project types is documented in the MNIT Enterprise Project Management Office (ePMO) project and program management system. Projects documented in this fashion are incorporated by reference in this SLA. Documentation on each project is available through the agency-based CBTO or their designee.

Services

There are five types of services available:

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

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

Shared Services are standard services that executive branch agencies may utilize to support their business operations. Alternatively, this type of service may also be provided on a single agency basis by Minnesota IT Services (MNIT) staff partnering with agencies. An example is Geospatial services. This service has biennial enterprise rates approved by MMB and are uniform across all agencies that utilize the shared service.

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

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

Enterprise Security Services are provided to all Minnesota IT Services executive branch customers at a core level. These services include: Security Operations, Threat and Vulnerability Management, Access and Identity Management, and Governance, Risk, and Compliance. Within these services, additional protective services are provided.

A detailed description of each service, pricing and delivery terms associated with that service may be found on the [MNIT public website](#).

Services documented in this fashion are incorporated by reference in this SLA.

Delivered Services

Enterprise Services Summary

Service Details	Summary Description
Service Name	Database Administration
Included	<ul style="list-style-type: none"> • Database operational support
NOT included	<ul style="list-style-type: none"> • Database logical design • Application support • Dedicated host, license & maintenance costs
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff with access to MNIT on-premise and external cloud environments
Hours of Operation	<ul style="list-style-type: none"> • Production 7x24 • On-call off hours and weekends • Non-production: M-F; 7 a.m.-5 p.m.

Service Details	Summary Description
Service Name	Desktop Bundle
Included	<ul style="list-style-type: none"> • Standard desktop, keyboard and mouse – replaced every 5 years. • Workstation management and protection package: firewalls, security patching and encryption • Workstation support, including remote desktop and deskside support. • Inventory management
NOT included	<ul style="list-style-type: none"> • Performance-upgraded desktop • Monitor(s) • Memory upgrade • Headset • Cameras (required to use all of the functionality of Skype for Business) • Local printer, if applicable for your agency • Ergonomic or wireless bundle of keyboard & mouse Programmable keyboard • Shorter refresh cycle (see details below)
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff for both online and deskside support
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365 with following hours of support: • M-F: 7 a.m.-5 p.m.

Service Details	Summary Description
Service Name	Enterprise Software Bundle
Included	<p><u>Enterprise License:</u></p> <ul style="list-style-type: none"> • Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access • Skype for Business • Web filtering <p><u>Kiosk License:</u></p> <ul style="list-style-type: none"> • Microsoft Office 365, Kiosk User Office Online <p><u>Enterprise and Kiosk License also include:</u></p> <ul style="list-style-type: none"> • SharePoint access license • Security awareness training • Access oversight and audit • Physical access to data centers and data • Data access security monitoring
NOT included	<ul style="list-style-type: none"> • Agency-specific software packages
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff for both online and deskside support.
Hours of Operation	<ul style="list-style-type: none"> • Access to Foundational Services (Email, SharePoint and Skype) 24x7x365 from Microsoft • Following hours of Minnesota IT Services support. M-F, 7 a.m.5 p.m.

Service Details	Summary Description
Service Name	Hosting Services
Included	<ul style="list-style-type: none"> • Data Center Services and Support, physical and virtual server management and support
NOT included	<ul style="list-style-type: none"> • Customer application support
Delivery Method	<ul style="list-style-type: none"> • Fulltime Support staff and provided server equipment and infrastructure both on premise and in the cloud
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365 expected infrastructure up time • M-F; 6 a.m.-6 p.m. on premise support staff • On-call off hours and all day Saturday and Sunday

Service Details	Summary Description
Service Name	Local Area Network (LAN)
Included	<ul style="list-style-type: none"> • Wired and wireless IP network connections within a location or campus
NOT included	<ul style="list-style-type: none"> • Wide area network (WAN) connections
Delivery Method	<ul style="list-style-type: none"> • Minnesota IT Services owned and managed LAN devices
Hours of Operation	<ul style="list-style-type: none"> • 24x7

Service Details	Summary Description
Service Name	Laptop Bundle
Included	<ul style="list-style-type: none"> • Standard laptop, replaced every 4 years • Docking station, keyboard and mouse (replaced with laptop if necessary, monitor not included) • Workstation management and protection package: firewalls, security patching and encryption • Workstation support, including remote desktop and deskside support. • Inventory management
NOT included	<ul style="list-style-type: none"> • Performance-upgraded laptop • Monitor(s) • Memory upgrade • Headset • Cameras (required to use all of the functionality of Skype for Business) • Local printer, if applicable for your agency • Ergonomic or wireless bundle for keyboard and mouse • Programmable keyboard • Shorter refresh cycle (see details below)
Delivery Method	<ul style="list-style-type: none"> • Fulltime staff for both remote and deskside support
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365 with following hours of support: • M-F; 7 a.m.-5 p.m.

Service Details	Summary Description
Service Name	Mainframe Service
Included	<ul style="list-style-type: none"> • Batch, Workload Scheduling, Mainframe Processing, Databases on the Mainframe, Mainframe DR services, replicated storage
NOT included	<ul style="list-style-type: none"> • Other Hosting services like Server and Hosting, Databases like SQL and Oracle, customer application support
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff and provided mainframe equipment and infrastructure
Hours of Operation	<ul style="list-style-type: none"> • M-F; 6 a.m.-6 p.m. on premise staff support, on-call during off hours and weekends • 24x7x365 expected infrastructure up time • 24x7x365 on site Batch Scheduling and Operations.

Service Details	Summary Description
Service Name	Middleware
Included	<ul style="list-style-type: none"> • Middleware software and support
NOT included	<ul style="list-style-type: none"> • Customer application support • Database charges for MQ messaging • Dedicated host charges
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff with access to the MNIT on premise and external cloud environments
Hours of Operation	<ul style="list-style-type: none"> • Production: availability 7x24 • On-call off hours and weekends • Non-production: M-F; 7 a.m.-5 p.m.

Service Details	Summary Description
Service Name	Mobile Device Management
Included	<ul style="list-style-type: none"> • Help with device enrollment • Working with agency partners to establish security standards, feature restrictions and application testing • Monitoring devices for compliance with agency partner rules and operating system requirements • Management of lost devices (wipe) • Establishing retirement parameters • Troubleshooting instructions and remote diagnostics
NOT included	<ul style="list-style-type: none"> • Device procurement. • Initial setup is provided by agency partner or local MNIT Services Staff • End user training • Forced operating system updates. • Cell carrier management • Support for accessories
Delivery Method	<ul style="list-style-type: none"> • Level 1 – Service Desk • Back office – Supported by MDM team. • Additional service provided by @agency MNIT personnel if needed.
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m.

Service Details	Summary Description
Service Name	Telephone
Included	<ul style="list-style-type: none"> • Telephone service using state IP services or contracted traditional services
NOT included	<ul style="list-style-type: none"> • Cellular Phones
Delivery Method	<ul style="list-style-type: none"> • Dial tone to telephone handset
Hours of Operation	<ul style="list-style-type: none"> • 24 x 7

Service Details	Summary Description
Service Name	WAN
Included	<ul style="list-style-type: none"> • IP Network Connection
NOT included	<ul style="list-style-type: none"> • Applications running on the network
Delivery Method	<ul style="list-style-type: none"> • Managed circuits and WAN devices
Hours of Operation	<ul style="list-style-type: none"> • 24 x 7

Service Details	Summary Description
Service Name	Web Management
Included	<ul style="list-style-type: none"> • SDL Web (Tridion), Drupal Shared Hosting, and Search • Website development, design, hosting, search, and support
NOT included	<ul style="list-style-type: none"> • Customer application support • Optional: Quality Assurance website tool and Web Analytics
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff with access to MNIT on-premise and external cloud environments
Hours of Operation	<ul style="list-style-type: none"> • Production availability 7x24x365

Shared Services Summary

Service Details	Summary Description
Service Name	Geospatial Shared Services
Included	<ul style="list-style-type: none"> • Enterprise Licensing for Geospatial Software • MN Geospatial Commons • Access and use of geospatial web services • Geospatial Managed Hosting • Access to PT Services for development and support of geospatial applications and web services
NOT included	
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff with access to the MNIT On-Premise and external cloud environments
Hours of Operation	<ul style="list-style-type: none"> • Production availability 7x24x365

Center of Excellence Services Summary

Service Details	Summary Description
Service Name	FileNet - Electronic Document Management System (EDMS)
Included	<p>Agency partners pair FileNet with existing or new storage to make a complete document management system. The FileNet services team will:</p> <ul style="list-style-type: none"> • Work with agency partners to develop an agency-specific solution. • Evaluate work processes to determine where FileNet automation (document import, workflow) would be beneficial • On-board new agency partners. Import existing content. • Maintain the EDMS environment, including evaluating and implementing software updates and patches as appropriate . • Coordinate and support connectivity to storage • Provide trained, expert management of the system • Provide support and training to super-users • Provide second level support and training to users.
NOT included	<ul style="list-style-type: none"> • Storage for FileNet documents • Peripheral devices including user computers, scanners, faxes/faxing services, and related LAN and WAN connectivity • Workflow or other custom development effort
Delivery Method	<ul style="list-style-type: none"> • Agency-specific web portal to access FileNet systems. • Agencies are charged a monthly rate per individual user • Agencies are charged a professional services rate for workflow and custom development.
Hours of Operation	<ul style="list-style-type: none"> • FileNet systems will be available 24 hours per day, 7 days a week. • MNIT will provide FileNet operational support during core hours of 7:00 am to 5:00 pm, Monday through Friday, except all State holidays. • Support during non-core hours will be on a best effort basis, and unplanned outages that occur during these hours will be addressed as expeditiously as possible. • MNIT FileNet will notify agency contact persons in the event of an unexpected system outage during core hours, providing expected time of system availability and hourly updates. • Operational support can be contacted by submitting a ticket to the MNIT Mall.

Local Services Summary

Service Details	Summary Description
Service Name	Application Architecture / Planning for the Department of Administration
Included	List of applications in the Department of Administration’s application inventory.
NOT included	Support for standard desktop applications, e.g. Microsoft Office, Adobe Acrobat, web browsers, etc., and applications supported by MN.IT Enterprise teams, e.g. SWIFT, VPN, email, Tridion.
Delivery Method	Support will be provided by phone, remote assistance or desk-side support.
Hours of Operation	7:00 am – 4:00 pm M-F

Service Details	Summary Description
Service Name	Department of Administration – M5 Fleet Management Application System
Included	User Training System Upgrades Create Custom Reports Provide On demand reports Data Integration between application systems Data Analysis When enhancements or programming bugs occur work through issues with Assetworks
NOT included	-Limited Vehicle Data entry is allowed -Support for standard desktop applications, e.g. Microsoft Office, Adobe Acrobat, web browsers and application supported by MN.IT Enterprise teams, VPN email, etc.
Delivery Method	-2 Full time MNIT application support staff. Support will be provided by phone, remote assistance or desk-side.
Hours of Operation	Monday-Friday 8:00am – 4:30pm

Service Details	Summary Description
Service Name	Administration MMCAP Application Support
Included	Business Analyst Support Purchasing Mgt /CPRS Project Management Manage MMCAPs Website, liaison to manage success. Security compliance within agency with CBTO direction. Application backup support as needed to ensure Business Continuity
NOT included	Asset Mgt Hardware / Software / lifecycle hardware refresh Enterprise applications supported by the MN.IT helpdesk. For example: MS Office Suite, Outlook SharePoint, Lync On / Off boarding users Desktop Support
Delivery Method	On site employee full time with occasional telework.
Hours of Operation	7:00 - 3:30pm M - F

Service Details	Summary Description
Service Name	Application Support for Project Web Application (PWA)
Included	<p>Support and Manage the PWA Application for RECS Division. Liaison with Vendor which developed and Supports PWA.</p> <p>Project Manager of approved projects for the vendor to conduct. Write up scope, charter, plan and other PM documents and track Progress of PWA enhancement projects.</p> <p>Help with project to find a replacement system to support the business needs to manage vendors wanting to conduct work for the State of MN.</p>
NOT included	<p>Desktop support (Microsoft standard suit products such emails/outlook, office, word, excel and access).</p> <p>Project initiation phases between RECS Project Managers and customers.</p>
Delivery Method	Support is provided through email correspondences and desk side support and sometimes via Skype for business and direct tell phone calls.
Hours of Operation	Monday – Friday 8:00am – 4:30pm.

Service Details	Summary Description
Service Name	Enterprise Real Property Application (Archibus)
Included	Facility Management Real Estate Portfolio Capital Project Management Capital Planning (FCA) Space Planning Move Management Building Operations Environmental & Risk Management Asset Management System Admin Application Enhancement Application Support Project Management
NOT included	Infrastructure support DB admin Desktop Support
Delivery Method	Full time MN.IT Application Support
Hours of Operation	8:00 AM – 4:30PM

Service Details	Summary Description
Service Name	Capitol Complex Facilities Automation Systems Support
Included	Admin staff supervision EBI 24/7 Operations Application support
NOT included	Mechanical or electrical system design or engineering Physical security assessments Project management related to electrical system design or engineering
Delivery Method	Full time MN.IT System Supervisor Full time MNIT ITS3
Hours of Operation	24/7/365

Service Details	Summary Description
Service Name	OSP/MMCAP Custom Applications, Web Server/Website, SQL Server/Databases
Included	<p>Custom Application Support: Admin Fees, Advertise SWIFT Solicitation Events, CIS, Decision Tree, PT Contracts, Vendor Manager, VFAdmin/PDFAdmin, Addendum Notification, ALP Certification</p> <p>Monitor, Maintain and Manage OSP/MMCAP Web Server/Website</p> <p>Monitor, Maintain and Manage OSP/MMCAP SQL Servers/Databases</p> <p>Monitor, Maintain and Manage Backups and Restores of OSP/MMCAP Servers and Data.</p> <p>Staff On-boarding and Off-boarding duties related to database and web server permissions</p>
NOT included	<p>Hardware/Network/Workstation set up or Network infrastructure management</p> <p>Desktop Support</p>
Delivery Method	Full-time MN IT Services Application & Database Support position
Hours of Operation	OSP Business Hours: M-F, 7am-3:30pm

Enterprise Security Services Summary

Service Details	Summary Description
Service Name	Enterprise Vulnerability Management
Included	<ul style="list-style-type: none"> • Internal Vulnerability Scanning of desktops, servers, network devices and other supported devices • External scanning of internal facing devices • Communication of prioritized vulnerabilities • Oversight of remediation efforts on vulnerabilities • Configuration compliance scanning (emerging capability) • Web application security scanning • Veracode administration for teams using Veracode • Penetration and Red Team Services (emerging capability)
NOT included	<ul style="list-style-type: none"> • Devices not connected to MNIT managed networks • Devices not supported by TVMU tools
Delivery Method	<ul style="list-style-type: none"> • Fulltime support Staff • Automated scanning • MNIT Mail: Threat and Vulnerability Management
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Name	Security Operations Center
Included	<ul style="list-style-type: none"> • Security Incident Response • Threat Research and SOC Daily Brief • Spam/Phishing Investigation • Security Operations Coordination • Security Monitoring • Enterprise Intrusion Detection and Prevention • Enterprise Web Content Filtering • Enterprise Endpoint Protection
NOT included	<ul style="list-style-type: none"> • Full service provided to MN executive branch and partner entities with core detection/alerting to other MNET customers • Monitoring is limited to network activity only for external MNET entities that do not participate in the Intrusion Detection and Prevention Service
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff • Email: soc@state.mn.us • Phone: 651.201.1281 • MNIT Mail: Report a Security Event
Hours of Operation	<ul style="list-style-type: none"> • Daily 6 a.m. – 6 p.m. • Emergency after hours support: MNIT Service Desk 24x7

Service Details	Summary Description
Service Name	Digital Forensics
Included	<ul style="list-style-type: none"> • Data Preservation • Data Recovery • Security Incident Investigations • eDiscovery
NOT included	<ul style="list-style-type: none"> • Devices not owned by executive branch agencies
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff • MNIT Mail: Use the Agency Data & Legal Hold Request Form • SOC Phone: 651-201-1281
Hours of Operation	<ul style="list-style-type: none"> • M-F: 6 a.m. – 2:30 p.m. • Emergency service daily 6 a.m. – 6 p.m. through the Security Operations Center • Emergency after hours support: MNIT Service Desk 24x7

Service Details	Summary Description
Service Name	Enterprise Privileged Account Management Service
Included	<ul style="list-style-type: none"> • User license • Centralized, secure storage • Automatic password rotation • Automated Workflows • Security Awareness Training • Access oversight and audit
NOT included	<ul style="list-style-type: none"> • A self-service portal for password reset • Storage of personal passwords
Delivery Method	<ul style="list-style-type: none"> • Fulltime Support staff • MNIT Mall: Privileged Account Access
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Name	Enterprise Digital Certificate and Encryption Key Management (PKI)
Included	<ul style="list-style-type: none"> • Management of external digital certificates • Management of internal digital certificates
NOT included	<ul style="list-style-type: none"> • Management of encryption keys
Delivery Method	<ul style="list-style-type: none"> • Fulltime Support staff • MNIT Mall: Security Certificates
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Name	Enterprise Governance, Risk, and Compliance
Included	<ul style="list-style-type: none"> • IT Audit Coordination across agencies (ie: IRS, FBI, SSA, PCI, etc) • Securing the Human (Annual Security Awareness Training) • CJIS training coordination • Security ScoreCard Metrics process ownership • Anti-phishing training coordination • Statewide Security Policy and Standards (creation, publishing, curation) • Security finding management (audit findings, exceptions) • Archer management and administration • Risk assessment process ownership
NOT included	
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff
Hours of Operation	<ul style="list-style-type: none"> • M-F, 8 a.m.-5 p.m. via GRC@state.mn.us

Service Agreement – Performance Metrics

Revision 9/14/2018 v2.

This section provides information related to the various performance metrics provided to agencies. Further information on each metric is available through the agency based CBTO or their designee.

Performance Metrics

There are multiple types of metrics available:

- Security Risk Score (contains NOT PUBLIC security information)
- Enterprise Services

CBTOs may provide other metrics, including those representing locally delivered services as needed.

The Security Risk Scorecard measures a number of key metrics and security controls for an agency yielding a numeric score on eight separate subject areas:

1. Risk Management
2. Vulnerability and Threat Management
3. Secure System Development
4. Security Configuration Management
5. Access Control
6. Monitoring and Incident Response
7. Disaster Recovery Readiness
8. Security Training and Awareness

Enterprise Services have a number of metrics available for partner agencies, including:

MN.GOV – State Web Site

1. Number of Monthly Visits
2. Average Daily Visits
3. Number of Unique Monthly Visitors
4. Number of Monthly Visitors Who Visit Once
5. Number of Monthly Visitors Who Visit More Than Once

Enterprise Applications

1. Email Activity – number of active users & volume of use
2. SharePoint file related activity – number of active users & volume of use
3. Skype for Business activity – number of active users & volume of use
4. OneDrive for Business – number of active users & file storage volume

Service Desk & Desktop Support

1. Incidents (when something isn't working) – for prior completed month
 - a. Quantity Total Tickets Opened
 - b. Quantity Total Tickets Resolved
 - c. Quantity Total Tickets Resolved Same Day
 - d. Average aging for remaining open tickets
 - e. Percent of Tickets Resolved
 - f. Average Aging for all open and resolved tickets

2. Requests (for additional functionality) – for prior completed month
 - a. Total Tickets Opened
 - b. Total Tickets Resolved
 - c. Total Tickets Resolved Same Day
 - d. Average aging for remaining open tickets
 - e. Percent of Tickets Completed
 - f. Average Aging for all open and resolved tickets

Hosting and Storage

1. Server uptime and system availability
2. Storage usage and growth

Signature Page

Under Minnesota Statutes section 16E, the Office of MN.IT Services (dba Minnesota IT Services/MNIT) provides Information Technology services to the Agency. The Agency use of these services constitutes an acceptance of this Service Level Agreement.

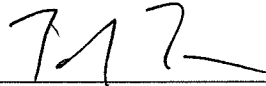
The MNIT Service Level Agreement is reviewed and recognized by:

Agency/Entity

The Office of MN.IT Services



Alice Roberts-Davis
Commissioner
Department of Administration



Tarek Tames
State Chief Information Officer and
Commissioner of the Office of MN.IT Services

05.02.2019

Date of Signature

6-4-2019

Date of Signature