

October 21, 2022

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

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

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

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

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

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

RE: Interagency Agreements and Intra-Agency Transfers

Dear Committee Chairs and Ranking Minority Members:

Please see the attached [Interagency Agreements and Intra-Agency Transfers Report](#), which is required by 2017 Session Law (ISS), Chapter 4, Article 3, Sec. 16. This report also is available on our website at: <https://www.pca.state.mn.us/about-mpca/2022-legislative-reports>

Please contact me if you have questions.

Sincerely,

Tom Johnson

This document has been electronically signed
Tom Johnson
Government Relations Director
Commissioner's Office

Attachment

TJ:SJ:cbg

Irp-gen-2sy22

Minnesota Pollution Control Agency
 FY 2022 Transfers
 October 15, 2022

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount		
MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	(275,983.94)	Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	275,983.94	Petroleum related activities	191 04 01 002
MPCA	Remediation Fund	R32G105	Transfer to Dept Health	(257,000.00)	Health	Remediation Fund	H12431P	Private Water Supply	257,000.00	EH Contaminated Sites	191 04 01 002 06b
MPCA	Environmental Fund	R32E115	Environmental Risks	(689,000.00)	Health	Environmental Fund	H12531P	Biomonitoring & Health Risks	689,000.00	Environmental Health Risks	191 04 01 002 02g
MPCA	Environmental Fund	R32E110	Toxic Chemicals Children	(57,000.00)	Health	Environmental Fund	H12530P	Harmful Chemicals in Products	57,000.00	Toxic Chemicals Children	191 04 01 002 02e
MPCA	Environmental Fund	R32H117	Understanding Reducing TCE	(121,000.00)	Health	Environmental Fund	H12534P	Trichloroethylene	121,000.00	Trichloroethylene	191 04 01 002 03b
MPCA	Environmental Fund	R32D141	Flame Retardant Prohibitive	(65,000.00)	Health	Environmental Fund	H12532P	Flame-Retardant Chemicals	65,000.00	Flame Retardant	191 04 01 002 03i
MPCA	Restricted Misc Special Revenue	R32F115	Agency CAP	(112,000.00)	Gov	Restricted Misc Special Revenue	G391300	Gov's Spec Revene Fund	112,000.00	Policy Advisors	M.S. 471.59
			Total Transfer Out	(1,464,983.94)							
DNR	Restricted Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	(300,000.00)	MPCA	Other Misc Special Revenue	R32H108	DNR-Metallic Mineral Mining IA	300,000.00	Metallic Mining Project	MS 298.17 b1
DNR	General Fund	R298027	OSD Legal Costs	(2,000,000.00)	MPCA	General Fund	R32F131	Outside Legal Council	2,000,000.00	Metallic Mining Project	211 006 05 002 20a(2)
PFA	Clean Water Revolving Fund	B240110	Admin CESRF Fees	(1,828,632.21)	MPCA	Clean Water Revolving Fund	R32B111	PFA Agreement	1,828,632.21	IA: Technical & Admin Services	M.S. 471.59
PFA	Clean Water Revolving Fund	B240210	Operating Reserve CW1	(2,000,000.00)	MPCA	Clean Water Revolving Fund	R32R118	PFA Loans Non-Point Source	2,000,000.00	Funding for Loans	M.S. 471.59
Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	(5,016,423.00)	MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	5,016,423.00	Petroleum related activities	191 04 01 002
Public Safety	Restricted Misc Special Revenue	P072RP2	Railroad & Pipeline Safety	(104,000.00)	MPCA	Other Misc Special Revenue	R32F128	ER Rail Safety	104,000.00	Railroad & Pipeline Safety	MS 299A.55, Sub 2 (b)
MMB	General Fund	G9R0019	Miscellaneous Transfers	(100,000.00)	MPCA	Remediation Fund	R32G113	Metro Landfill Contingency	100,000.00	Loan Repayment	211 006 01 002 10b
			Total Transfer In	(11,249,055.21)							
TOTAL				(12,714,039)					12,926,039		

Minnesota Pollution Control Agency

FY 2022 Interagency Agreements and Service Level Agreements

October 15, 2022

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MN.IT Services	13,120,219.58	M.S. 16E.016	MN.IT provides enterprise IT services to MMB	07/01/11	06/30/22
Attorney General	\$ 807,495.00	M.S. 8.15 sub 3	Legal Services	07/01/21	06/30/23
Minnesota Management & Budget	\$ 4,500.00	M.S. 4.045 and 471.59	Children's Cabinet	07/27/21	06/30/22
Minnesota Management & Budget	\$ 10,676.00	M.S. 471.59	Implement Diversity, Equity and Inclusions Programs	07/23/20	06/30/21
Minnesota Management & Budget	\$ 18,810.00	M.S. 43A.21 and 471.59	Statewide Recruiting	07/30/20	06/30/21
Minnesota Management & Budget	\$ 23,682.00	M.S. 43A.55 and 471.59	Enterprise Learning Development	08/12/20	06/30/21
Minnesota Management & Budget	\$ 24,920.00	M.S. 43A.55 and 471.59	Climate Adaptation Planning Survey	11/09/21	06/30/22
Minnesota Management & Budget	\$ 11,570.00	M.S. 43A.55 and 471.59	Leadership Retreat	12/09/21	02/28/22
Minnesota Management & Budget	\$ 72,660.00	M.S. 43A.55 and 471.59	Green Tier Project	01/02/22	12/31/22
Minnesota Management & Budget	\$ 50,752.00	M.S. 43A.55 and 471.59	St. Louis River Mercury TMDL Public Forum	12/27/21	01/31/23
Governor's Office	\$ 112,000.00	M.S. 471.59	Policy Advisor	07/01/21	06/30/22
Department of Health	\$ 2,000,000.00	M.S. 15.016 and 144.0742	Anaytical services provided to the MPCA from MDH	07/01/21	06/30/22
Department of Nautural Resources	\$ 80,000.00	M.S. 471.59	PFAS Monitoring	10/26/21	10/31/23
Department of Nautural Resources	\$ 300,000.00	MS 298.17 B	Mining Environmental and Regulatory Account	07/01/21	06/30/22
Department of Nautural Resources	\$ 150,000.00	M.S. 471.59	NRDA Assessment Work	01/05/22	06/30/23
Department of Nautural Resources	\$ 31,200.00	M.S. 471.59	Great River Bluffs Air Monitor	04/01/22	03/31/24
Department of Nautural Resources	\$ 590,250.00	M.S. 471.59	St Louis River Area of Concern (GLAPPA)	04/01/22	03/31/24
Department of Nautural Resources	\$ 80,000.00	M.S. 471.59	Sampling	10/26/21	10/31/23
Board of Soil and Water	\$ 3,136,507.00	211.001.02.004.00F	SSTS Grants Program	07/26/19	06/30/24
Board of Soil and Water	\$ (34,930.00)	M.S. 471.59	State application for Federal Clean Water Act Section 404 Application	07/01/20	06/30/21
Board of Soil and Water	\$ 61,300.00	M.S. 471.59	eLINK	10/01/21	09/30/22
Board of Soil and Water	\$ 50,000.00	M.S. 471.59	Rulemaking	04/01/22	06/30/24
Public Facilities	\$ 1,866,156.00	M.S. 471.59 and 446A.04	Provide technical and Administrative services for the Clean Water Revolving Fund	07/01/21	06/30/22
* - copy wil be provided by MN.IT					
Total	\$ 22,567,768				

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN
THE POLLUTION CONTROL AGENCY AND
THE ATTORNEY GENERAL'S OFFICE
FOR FY 2022 AND FY 2023**

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

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

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

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

1. **Terms of Payment:** PCA agrees to transfer to the AGO in FY 2022 and FY 2023 an amount equal to the costs of legal services that are directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided to PCA by the AGO. The billings for actual hours of service provided will be based on hourly rates of \$148.00 for attorney services and \$89.00 for legal assistant and investigator services. The actual breakdown of legal services provided by attorneys and legal assistants will be determined within the AGO's discretion. Both PCA and the AGO acknowledge that the hourly rates in this agreement are the hourly rates charged by the AGO for services to state agencies.
2. **Scope:** AGO will provide legal services to PCA in accordance with Minn. Stat. § 8.06, except those duties, if any, delegated to PCA or provided by outside counsel under Section 8.06. The scope of legal services to be provided may include matters pertaining to PCA's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, provision of training and education to Agency staff, and other legal needs as may be necessary. Pursuant to § 8.06 the Attorney General may, at the request of PCA, authorize outside counsel to be employed to provide legal services to PCA.
3. **Outside Counsel and Agency Legal Staff:** If the AGO intends to appoint outside counsel to represent PCA in any legal matter, the AGO shall consult with PCA on the choice of counsel, and may, in consultation with the PCA delegate to an Agency staff attorney the authority to represent PCA in the matter. PCA will pay directly for any legal services provided by outside counsel appointed by the AGO or for the provision of legal services delegated by the AGO to an Agency staff attorney.

4. **Transfer Mechanism:** Monthly payments shall be made by PCA to the AGO based on monthly billings for hours of actual services provided for legal work at the rates agreed upon in paragraph 1. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to PCA under this Agreement will cover the period of time commencing July 1, 2021.
5. **Meetings and Reports:** AGO staff will meet with PCA upon request to discuss priorities for legal services, to discuss strategies for reducing litigation and related costs, and to review litigation data to ensure accuracy. The AGO shall provide a written monthly status report to PCA detailing the status of all Agency matters in which the AGO is representing PCA, showing any change in the status of each matter since the last report. The monthly status report shall be sent to PCA's General Counsel.
6. **Billing Reports:** The hours of legal services provided under this agreement will be recorded by AGO staff for use in the AGO billing system. The AGO will consult with PCA before billing PCA for legal work associated with litigation initiated by the AGO or another State entity. The AGO will provide PCA with a report of all hours of services provided under this Agreement on a monthly basis, and the report will include an itemized description of the services provided, the total number of hours for each applicable AGO docket number, and names of Agency staff involved, if applicable.

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

7. **Litigation Costs and Expenses:** Agency litigation costs and expenses including, but not limited to, the cost of filing legal documents, hiring expert witnesses and court reporters, messenger services and travel expenses (e.g., out-of-state or air travel within the State of Minnesota) will be paid directly by PCA and will not come from the funds identified to be paid to AGO in this Agreement. AGO staff will complete a "Notice of Need for Encumbrance" form, including the name and address of the vendor and the estimated cost to be incurred, and forward a copy to PCA before such special expenses or obligations are incurred.
8. **Estimated Amount:** The total cost of legal services to be provided to PCA by the AGO in FY 2022 and FY 2023 is estimated by PCA and the AGO to be \$807,495 per annum. This amount of AGO legal services is merely a rough estimate for a one year period.
9. **Insufficient Funding:** PCA will endeavor in good faith to pay for the total amount of legal services actually rendered to it by the AGO. However, if PCA believes during the term of this Agreement that it will not have sufficient funds to pay for all the legal services anticipated to be rendered to it by the AGO, PCA shall immediately so notify the AGO. The parties acknowledge that a new or supplemental appropriation may be necessary, and MMB, PCA and the AGO shall work cooperatively to obtain any necessary increased or supplemental funding. The parties agree that PCA's obligation to pay for the cost of AGO

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

- 10. **Amendments:** Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement, including the mutual consent of all parties to the amendment.


- 11. **Authorized Agents:** The authorized agent of the AGO for purposes of this Agreement is Oliver Larson, Assistant Attorney General – Manager of the Environmental and Natural Resources Division. PCA's authorized agent for purposes of this Agreement is Adonis Neblett.

APPROVED:

POLLUTION CONTROL AGENCY

**OFFICE OF THE ATTORNEY
GENERAL**

By: 

By: 

Title: Deputy Commissioner

Title: ENR Division Manager

Date: June 25, 2021

Date: 6/29/21

**MINNESOTA MANAGEMENT &
BUDGET**

By: _____

Deputy

Title: _____

July 15, 2021

Date: _____

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

1. Services to be Performed:

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

Authorized Agents:

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

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

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

2. Consideration and Terms of Payment:

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

TOTAL COST: \$4,500

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.

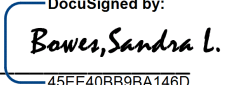
4. Amendments:

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

Date: July 23, 2021

2. [Minnesota Pollution Control Agency]

By: Peter Lund Tester  DocuSigned by: 09D346A98218450...

(With delegated authority)

Title: Deputy Commissioner, MPCA

Date: July 23, 2021

3. Minnesota Management and Budget

By: Paul B Moore  DocuSigned by: 71E98CBAEEC742B...
(with delegated authority)

Title: Chief Financial Officer

Date: July 26, 2021

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

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

2. Consideration and Terms of Payment:

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

TOTAL COST: \$10,676.00

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: Verlynn C. Schmalte Digitally signed by Verlynn C. Schmalte
Date: 2021.10.11 08:51:29 -05'00'

Date: _____

2. Minnesota Pollution Control Agency

By: Peter Tester Digitally signed by Peter Tester
Date: 2021.10.06 15:03:58 -05'00'

(With delegated authority)

Title: Temporary Commissioner

Date: October 6, 2021 _____

3. Minnesota Management and Budget

By: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 10-11-2021

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

SWIFT Contract No.: 198238
Agency Interest No.: 224687
Activity ID: PRO20210003

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

1. Services to be Performed:

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.

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

2. Consideration and Terms of Payment:

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

TOTAL COST: \$18,810

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

Date: August 4, 2021

2. Pollution Control Agency

By: Peter Lund Tester
DocuSigned by: Peter Lund Tester
D0D345A98218450...
(With delegated authority)

Title: Deputy Commissioner, MPCA

Date: August 4, 2021

3. Minnesota Management and Budget

By: Moore, Paul Bennett
DocuSigned by: Paul Bennett
71E98CBAECC742B...
(with delegated authority)

Title: Chief Financial Officer

Date: August 4, 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 Pollution Control Agency (MPCA or Requesting Agency).

1. Services to be Performed:

MMB will provide the following services:

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

Authorized Agents:

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

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

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

2. Consideration and Terms of Payment:

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

TOTAL COST: \$23,682.00

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: Peter Tester Digitally signed by Peter Tester
Date: 2021.11.08 14:40:47 -06'00'

Date: November 8, 2021

2. [Pollution Control Agency]

By: Peter Tester
(With delegated authority)

Title: Deputy Commissioner

Date: November 8, 2021

3. Minnesota Management and Budget

By: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 11-15-2021



SWIFT 203497
Tempo AI: 224687
Activity ID: PRO20210005

MAD Project Number: 2022-099 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Pollution Control Agency

MAD Contact: Kristina Krull

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$24,920.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

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

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures

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

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155

Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>

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

1. Services to be Performed:

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

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: Kristin Krull Requesting Agency: Laura Millberg

3. Consideration and Terms of Payment:

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

Up to 178 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. If the rate increases during the time period of this agreement, MAD will work with the client if needed to rescope the activities or amend the agreement to increase the encumbrance consistent with the new rate. The total amount the Division will invoice under this agreement shall not exceed \$24,920.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective Upon Execution, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency’s Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

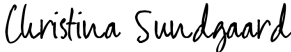
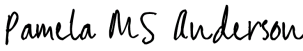

10. State Audit:

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

11. Liability:

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

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Christina Sundgaard	DocuSigned by:  E8A76AB9159F409...	November 8, 2021
Asst Division Director	Pamela MS Anderson	DocuSigned by:  B5E45911CF864DC...	November 9, 2021
Director	Beth Bibus	DocuSigned by:  EA727D97D96E411...	November 9, 2021

Admin ID



SWIFT: 204948
AI: 224687
Activity ID: PRO20210008

MAD Project Number: 2022-121

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Pollution Control Agency**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached proposal, which is incorporated and made part of this agreement.

2. Contacts:

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

Management Analysis and Development: **Barbara Tuckner**

Requesting Agency: **Katrina Kessler**

3. Consideration and Terms of Payment:

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

Up to **78** hours at a rate of \$140.00 per hour as documented by invoice prepared by MAD. The Division will also invoice up to \$650.00 for MBTI Instruments and booklets. If the rate increases during the time-period of this agreement, MAD will work with the client if needed to rescope the activities or amend the agreement to increase the encumbrance consistent with the new rate. The total amount MAD will invoice under this agreement shall not exceed **\$11,570.00**.

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

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

4. Condition of Payment:

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

5. Effective Dates:

Upon Execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **February 28, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency’s Authorized Representative:

The Requesting Agency’s authorized representative for the purposes of this agreement is **Katrina Kessler**. This person shall have final authority for accepting MAD’s services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

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

9. Amendments:

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

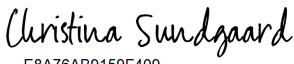


10. State Audit:

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

11. Liability:

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

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Christina Sundgaard	DocuSigned by:  E8A76AB9159F409...	December 9, 2021
Assistant Division Director	Everson, Christine E	DocuSigned by:  BE42C1D9763F431...	December 9, 2021
Business Manager	Renda Rappa	DocuSigned by:  D514DFE93FEE440...	December 9, 2021

Admin ID



SWIFT: 204965
AI: 123802
Activity ID: PRO20210162

MAD Project Number: 2022-116

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Pollution Control Agency**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached proposal, which is incorporated and made part of this agreement.

2. Contacts:

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

Management Analysis and Development: **Kristina Krull**

Requesting Agency: **Courtney Ahlers-Nelson**

3. Consideration and Terms of Payment:

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

Up to **519** hours at a rate of \$140.00 per hour as documented by invoice prepared by MAD. If the rate increases during the time-period of this agreement, MAD will work with the client if needed to rescope the activities or amend the agreement to increase the encumbrance consistent with the new rate. The total amount MAD will invoice under this agreement shall not exceed **\$72,660.00**.

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

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

4. Condition of Payment:

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

5. Effective Dates:

January 2, 2022, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **December 31, 2022**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is **Courtney Ahlers-Nelson**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Christina Sundgaard	<p>DocuSigned by: <i>Christina Sundgaard</i> E8A76AB9159F409...</p>	December 21, 2021
Assist. Division Director	Courtney Ahlers-Nelson	<p>DocuSigned by: <i>Courtney Ahlers-Nelson</i> 2640334FE5304E6...</p>	December 21, 2021
Business Manager	Renda Rappa	<p>DocuSigned by: <i>Renda Rappa</i> D514DFE93FEE440...</p>	December 21, 2021

Admin ID



SWIFT: 205320
AI: 186570
Activity ID: PRO20220001

MAD Project Number: 2022-119

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: **Minnesota Pollution Control Agency**

1. Services to be Performed:

Management Analysis and Development (MAD) agrees that through its Master Contract with **DeYoung Consulting** (Contractor) it will sub-contract with the Contractor to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: **Renda Rappa** Requesting Agency: **Catherine Neuschler**

3. Consideration and Terms of Payment:

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

Up to **163** hours at a rate of **\$250** per hour and **92** hours at a rate of **\$50** for services, plus **\$1,774** for expenses incurred by DeYoung Consulting, as documented by invoice prepared by MAD. MAD will also invoice up to **\$3,628** for contract management as documented by invoice prepared by MAD. The total amount MAD will invoice under this agreement shall not exceed **\$50,752**.

Contract management fees cover costs for MAD to manage the contractor, contract, invoicing, and payments to the contractor. The requesting agency will coordinate with MAD about concerns or questions regarding contract management, service standards, or performance of the contractor duties outlined. The requesting agency is responsible for

determining that the contractor duties are completed and meet the expectations as laid out in this agreement before contractor invoices are paid.

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

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

4. Condition of Payment:

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

5. Effective Dates:

Upon execution, or the last date when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, and shall remain in effect until **January 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is **Melissa K. Lewis**. This person shall have final authority for accepting MAD's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

12. Contractor Monitoring:

Requesting Agency is responsible for any monitoring of the Contractor that may be required under the Master Contract for the services provided, including but not limited to monitoring Contractor's compliance with HR/LR Policy #1446, COVID-19 Proof of Vaccination and Testing.

Contract Specialist

Cari Larose

DocuSigned by:
Cari Larose
2C834AE64FDF438...

December 22, 2021

Assistant Division Director Lewis, Melissa

DocuSigned by:
Melissa Lewis
5F0F911B6E6D4E8...

December 27, 2021

Business Manager

Renda Rappa

DocuSigned by:
Renda Rappa
D514DFE93FEE440...

December 27, 2021



STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and POLLUTION CONTROL 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 \$112,000 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.

Conditions of Payment

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

Authorized Representative

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

Amendments

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

Liability

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

Termination

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

AUTHORIZED SIGNATURES

Agency Signature

By: Verlynn C. Schmalle

Title: _____

Date: _____

Office of the Governor Signature

By: _____

Title: _____

Date: _____



State of Minnesota Interagency Agreement

SWIFT Contract No.: 192840

Tempo AI: 20595

Activity ID: PRO20210001

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

Agreement

1. Term of Agreement

Effective date. July 1, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

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

2. Scope of Work

A. MDH Duties:

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

samples to be received at <6°C, not frozen, therefore any sample(s) that are outside of this range MPCA will be notified.

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

20. Provide appropriate staff to testify as fact witnesses concerning MDH's sample handling, analysis, data generation, data reporting, interpretation of data results, and chain of custody when such samples analyzed pursuant to this Agreement are part of a civil and/or criminal enforcement action and when requested to do so by MPCA. MDH does not agree, pursuant to this Agreement, to serve as an expert witness in any civil or criminal litigation to which the MPCA may be a party.
21. Provide the appropriate number of environmental sample containers and preservatives to be used by MPCA for collecting and providing samples for analysis pursuant to this Agreement. MDH will comply with Global Harmonized System requirements, which are Occupational Safety and Health Administration labeling requirements for all hazardous chemicals, when shipping preservatives to either the MPCA or any of its designated clients.
22. Provide, consistent with applicable professional and laboratory accreditation standards, the necessary technical expertise, guidance, and observations regarding any occurrences that may affect sample integrity or data quality for analytical methods MDH performs.
23. MDH may, at its discretion, agree to provide data assessment, verification, and validation assistance within the scope of this Agreement to MPCA upon request. These additional services may be subject to an additional charge as outlined in **Attachment 1** under Administrative Consult.
24. Upon request, MDH shall provide monthly data reports or data status reports.
25. Seek, obtain, and retain all relevant certifications from nationally recognized laboratory certification authorities, acceptable to the MPCA. MDH shall keep the MPCA Principal Liaison informed of the status of certification status through the submittal of quarterly reports.
26. Maintain all raw and supporting data pursuant to this Agreement per MDH Records Retention Schedule requirements, and make available to MPCA upon request.
27. Dispose of MPCA environmental samples following routine laboratory analysis per the MDH retention schedule. For MPCA environmental samples deemed hazardous or otherwise requiring special handling and/or disposal methods, MDH reserves the right to assess an additional sample disposal fee as outlined in **Attachment 1**.
28. Dispose of ambient surface water samples and analytical waste produced from running the sample analysis performed pursuant to this Agreement that contain or are suspected of containing one or more aquatic invasive species (AIS) according to the established MDH autoclave protocol. MPCA and anyone sampling on behalf of MPCA shall clearly identify AIS samples both on the sample bottle and on the accompanying lab form. Should MDH staff suspect a sample may be an AIS sample but is not identified as such, MDH may treat such sample as an AIS sample and bill MPCA according to the price specified in the current MDH environmental laboratory price list in **Attachment 1**. MDH will notify MPCA prior to any billing for an AIS sample that is not identified correctly via e-mail to an Authorized Representative.
29. Meet the requirements specified in project-specific Quality Assurance Project Plans (QAPP) and follow the policies and requirements posted on the MPCA Quality System Web Page: [MPCA quality system | Minnesota Pollution Control Agency \(state.mn.us\)](https://www.mn.gov/quality-system).
30. Be responsible for work and actions performed by subcontractors on MPCA samples to be analyzed pursuant to this Agreement.
 - a. MDH shall not award any subcontract work for MPCA samples to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity unless the appropriate MPCA project manager has provided written approval. MPCA shall respond to any MDH request to subcontract MPCA sample analysis within three (3) business days of the initial request from MDH. MDH shall bill MPCA for any sample analysis conducted by a subcontractor according to the current MDH price list in **Attachment 1**.
 - b. All subcontracts shall contain provisions for MPCA inspection access to the subcontractor's books, documents, and records directly pertinent to the subcontracted analytical services.
 - c. No subcontract or delegation of work shall relieve or discharge MDH from any obligation, provision, or liability under this Agreement.
 - d. MPCA reserves the right to review all standard operating procedures and quality assurance/quality control (QA/QC) manuals directly pertinent to the subcontracted analytical services and check references, and may, at its discretion, deny approval of subcontracting of the Contract.

B. MPCA Duties:

1. Submit environmental samples, corresponding documentation, and related materials consistent with all applicable MDH standard operating procedures and protocols.
2. Appropriately identify samples being submitted for possible civil and/or criminal enforcement actions on the COC.
3. Submit COCs in accordance with the current [MDH Sample Acceptance Policy](#) found on the environmental laboratory client resources webpage.
4. Submit environmental samples with at least fifty percent (50%) of the holding time remaining for analysis. If samples are received with less than 50% remaining, MDH cannot guarantee the analysis will be completed within the holding time. In these situations, the MPCA will identify the samples that the MPCA will require to be analyzed within holding time and the MDH is allowed to charge priority fees. MPCA and MDH agree to assess the impact of this business rule on a quarterly basis. This rule does not apply to analyses with an EPA regulated holding time of 48 hours or less.
 - a. Analyses with regulated hold times of 48 hours or less must be received with a minimum of 4 hours remaining with prior notification of sample arrival to ensure proper sample processing. If less than 4 hours remains PHL will make all attempts to process the sample within the holding time; however it cannot guarantee the sample(s) will be analyzed within the holding time. MPCA and MDH will meet to establish a procedure to insure that, if a sample discrepancy is found during processing, it does not result in a delay for proceeding with analysis.
 - b. MPCA agrees to notify MDH at least 24 hours prior to the anticipated delivery of environmental samples with holding times of 48 hours or less. Should MPCA fail to give MDH such notification, MDH agrees to make a good-faith effort to analyze such samples within their respective maximum holding times according to the specifications set forth in this Agreement.
 - c. MPCA agrees to submit environmental samples with regulated hold times of 48 hours or less Monday through Thursday during normal business hours and prior to noon on Friday. If samples with regulated hold times of 48 hours or less must be delivered after noon on Friday, MPCA agrees to notify MDH before noon on Friday, indicating the type of analysis and number of samples to be submitted. Communication can either be via phone at 651-201-5300 or email at Health.Env.OperationsUnit@state.mn.us with a subject line of Friday Submission.
5. Provide sample transport and shipment coolers to any submitter of MPCA samples to MDH. MDH will return such coolers within five (5) days of MPCA request.
6. Inform MDH of any known hazard associated with environmental samples submitted to MDH for analysis on the COC form.
7. Prioritize samples by indicating the priority status on the COC. The COC will indicate whether a sample is standard, priority, or emergency status. MPCA Program Liaisons will review priority requests and notify MDH if status should be changed.
8. Provide projected workload and/or budget estimates for each of the MPCA project codes to MDH for workload planning purposes by no later than April 15th of the current and every future fiscal year.
9. MPCA shall notify MDH, in a timely manner, of any changes to the original estimated total budget established for environmental laboratory service for the contracted fiscal year.
10. Provide any project-specific quality assurance plans to MDH 15 business days prior to sending MDH work that must comply with the QAPP.
11. When multiple analytical methods are available for any particular sample, MPCA shall identify on the COC form which method MDH should use for sample analysis. If none is specified, MDH will either conduct the analysis according to standard protocols and procedures or contact MPCA for method clarification prior to sample processing.

C. MPCA and MDH Joint Duties:

1. MPCA and MDH agree to provide Liaisons to coordinate the exchange of information.
2. MDH and MPCA agree to keep current the emergency response contacts and their telephone numbers as listed in **Attachment 3**, which is attached and incorporated into this Agreement.
3. Both parties agree to provide technical support to the other in terms of method development, problem solving, and joint projects.

4. MPCA grants MDH permission to share all perfluorinated chemicals (PFC)-containing data with the designated staff person in MDH's Site Assessment and Consultation Unit. In addition, MPCA grants MDH permission to share all PFC-containing data from Public Water Systems (PWSs) with the designated staff person in the MDH Drinking Water Protection Division. The Program Codes where this is applicable are PE, PL, QW, SO, TB and TM.

3. Considerations and Payment

3.1 Consideration. The MPCA will pay for all services performed by MDH under this Agreement as follows:

(a.) Compensation.

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

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

3.2 Payment.

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

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

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

(b.) Federal funds. Payments under this Agreement will be made from federal funds obtained by the State through CFDA Number 66.802 and CFDA 66.419. MDH is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements: <https://www.epa.gov/grants/grant-terms-and-conditions>.

4. Conditions of Payment

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

5. Authorized Representative

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

Principal Liaison: **Katie Rinker**, Supervisor, Environmental Data Quality Unit, 520 Lafayette Road N., Saint Paul, Minnesota 55155, katie.rinker@state.mn.us, 651-757-2794, or successor;

Program Manager: **Kelly G. O'Hara**, Program Coordinator, Environmental Analysis & Outcomes Division, 520 Lafayette Rd. N., St. Paul, MN 55155, kelly.ohara@state.mn.us, 651-247-1054, or successor;

Program Liaisons: **Sarah Yost**, Quality Assurance Coordinator, Environmental Analysis & Outcomes Division, 520 Lafayette Rd. N., St. Paul. MN 55155, sarah.yost@state.mn.us, 651-757-2810, or successor.

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

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

Principal Liaison: **Paul Moyer**, Environmental Laboratory Manager, Public Health Laboratory Division, 601 Robert St. N., St. Paul, MN 55164, paul.moyer@state.mn.us, 651-201-5669, or successor;

Program Manager: **Cori Dahle**, Environmental Laboratory Operations Supervisor, Public Health Laboratory Division, 601 Robert St. N., St. Paul, MN 55164, cori.dahle@state.mn.us, 651-201-5214, or successor;

Program Liaison: **Shane Olund**, Quality Assurance Officer, Public Health Laboratory Division, 601 Robert St. N., St. Paul, MN 55164, shane.olund@state.mn.us, 651-201-5357, or successor.

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

6. Amendments

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

7. Liability

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

8. Termination

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

9. Clean Water Funding

9.1 Legacy Logo. Minn. Stat. §114D.50 Subd. 4 (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section [3.303, subdivision 10](#)."

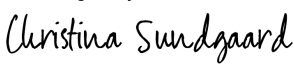
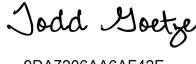
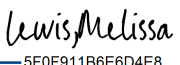
Clean Water Land and Legacy Amendment Logo Usage Guidelines:

http://www.legacy.leg.mn/sites/default/files/resources/Legacy_Logo_Guidelines.pdf

Download the Legacy Logo: <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>

9.2 Reporting FTEs. Minn. Stat. §3.303, Subd. 10 (2)(vi) requires that information provided on the Legislative Coordinating Commission’s Legacy Fund website must include specific information on all projects receiving funding: “(vi) the number of full-time equivalents funded under the project. For the purposes of this item, “full-time equivalent” means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088.”

Signatures

Title	Name	Signature	Date
Encumbrance note: Funds are available and will be encumbered no later than July 31st			
Encumbrance Verification	Christina Sundgaard	DocuSigned by:  E8A76AB9159F409...	June 23, 2021
Accounting Director	Todd Goetze	DocuSigned by:  9DA7206AA6AF42E...	June 29, 2021
Assistant Division Director	Lewis, Melissa	DocuSigned by:  5F0F911B6E6D4E8...	June 30, 2021

Admin ID



Minnesota Department of Health Public Health Laboratory Division FY 2022 Price List

General Chemistry

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Alkalinity, Bicarbonate as CaCO ₃ ¹	SM 2320 B 22 nd ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity, Carbonate as CaCO ₃ ¹	SM 2320 B 22 nd ED SM 2320 B-2011	Drinking Water Non-potable Water	0
Alkalinity as CaCO ₃	SM 2320 B 22 nd ED SM 2320 B-2011	Drinking Water Non-potable Water	20
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	20
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	20
Bromide	EPA 300.1	Drinking Water Non-potable Water	20
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	20
Chlorophyll <i>a</i>	SM 10200 H-2011	Non-potable Water	45
Chlorophyll <i>a</i> Lab Filter	SM 10200 H-2011	Non-potable Water	70
Conductivity	SM 2510 B 22 nd ED SM 2510 B-2011	Drinking Water Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water Non-potable Water	100
Cyanide, Free	SM 4500-CN ⁻ F 22 nd ED	Drinking Water	35
Dissolved Organic Carbon (DOC)	SM 5310 C 22 nd ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Fluoride	SM 4500-F ⁻ C 22 nd ED SM 4500-F ⁻ C-2011	Drinking Water Non-potable Water	20
Fluoride, Dissolved	SM 4500-F ⁻ C 22 nd ED SM 4500-F ⁻ C-2011	Drinking Water Non-potable Water	20

¹ Calculation. Requires Total Alkalinity & pH for analysis.

FY22 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Total Kjeldahl Nitrogen (TKN)	EPA 351.2	Drinking Water Non-potable Water	40
Total Kjeldahl Nitrogen, Dissolved (TKN)	EPA 351.2	Drinking Water Non-potable Water	40
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Nitrate + Nitrite	EPA 353.2	Drinking Water Non-potable Water	19
Nitrate + Nitrite, Dissolved	EPA 353.2	Drinking Water Non-potable Water	19
Nitrite	SM 4500-NO ₂ ⁻ B 22 nd ED SM 4500-NO ₂ ⁻ B-2011	Drinking Water Non-potable Water	30
Nitrite, Dissolved	SM 4500-NO ₂ ⁻ B 22 nd ED SM 4500-NO ₂ ⁻ B-2011	Drinking Water Non-potable Water	30
Orthophosphate	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	25
Orthophosphate, Dissolved	EPA 365.1 SM 4500-P G-2011	Drinking Water Non-potable Water	25
Pheophytin <i>a</i>	SM 10200 H-2011	Non-potable Water	15
Phosphorus, Total	EPA 365.1	Drinking Water Non-potable Water	20
Phosphorus, Dissolved	EPA 365.1	Drinking Water Non-potable Water	20
Silica	SM 4500-SiO ₂ C 22 nd ED SM 4500-SiO ₂ C-2011	Drinking Water Non-potable Water	40
Silica, Dissolved	SM 4500-SiO ₂ C 22 nd ED SM 4500-SiO ₂ C-2011	Drinking Water Non-potable Water	40
Solids, Suspended (TSS)	SM 2540 D 22 nd ED SM 2540 D-2011	Drinking Water Non-potable Water	25
Solids, Suspended Volatile (TSVS) ²	SM 2540 E 22 nd ED SM 2540 E-2011	Drinking Water Non-potable Water	40
Solids, Total Dissolved (TDS)	SM 2540 C 22 nd ED SM 2540 C-2011	Drinking Water Non-potable Water	40
Solids, Total (TS)	SM 2540 B 22 nd ED SM 2540 B-2011	Drinking Water Non-potable Water	30
Solids, Total Volatile (TVS) ²	SM 2540 E 22 nd ED SM 2540 E-2011	Drinking Water Non-potable Water	50
Sulfate	EPA 300.1	Drinking Water Non-potable Water	20
Total Organic Carbon (TOC)	SM 5310 C 22 nd ED SM 5310 C-2011	Drinking Water Non-potable Water	22
Turbidity	SM 2130 B 22 nd ED	Drinking Water	20

² Includes price of Total Suspended Solids or Total Solids analysis.

FY22 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
	SM 2130 B-2011	Non-potable Water	
UV Absorbance @ 254 nm	SM 5910 B 22 nd ED SM 5910 B-2013	Drinking Water Non-potable Water	35
UV Absorbance @ 440 nm	MDH	Drinking Water Non-potable Water	35
UV Absorption, specific ³	Calculation	Drinking Water Non-potable Water	0

Microbiology

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Coliform – MPN – QT	SM 9223 B 22 nd ED	Drinking Water	26
Coliform – PA	SM 9223 B 22 nd ED	Drinking Water	18
Coliform – PA (Surface Source Waters)	SM 9223 B 22 nd ED	Drinking Water	18
E. coli – MPN – QT	SM 9223 B-2004	Non-potable Water	26

³ Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

FY22 PRICE LIST

Metals

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Aluminum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cadmium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Calcium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt, Dissolved	EPA 200.8	Drinking Water	16

FY22 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
	EPA 200.8, EPA 6020	Non-potable Water	
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Hardness	SM 2340 B 22 nd ED SM 2340 B-2011	Drinking Water Non-potable Water	16
Hardness, Dissolved (6010B)	SM 2340B-2011	Non-potable Water	16
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	16
Iron, Low Level Dissolved	EPA 200.7	Drinking Water Non-potable Water	16
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Mercury	EPA 245.1	Drinking Water Non-potable Water	67

FY22 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Mercury, Dissolved	EPA 245.1	Drinking Water Non-potable Water	67
Mercury, Methyl	EPA 1630	Non-potable Water	150
Mercury, Methyl Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Dissolved Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	10
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Tin	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

FY22 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Tin, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Vanadium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

Radiochemistry

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Alpha and Beta, gross	MDH	Air Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	80
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	75
Gamma	SM 7120 B 22 nd ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	130
Gamma	SM 7120 B-2011	Non-potable Water	130
Ni-63 Wipes	MDH	Wipe	45
Radium 226/228	EPA 903.0/904.0	Drinking Water	220
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85

Organic Chemistry

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
1,4-Dioxane	MDH	Drinking Water Non-potable Water	125
Carbamates in Water	EPA 531.2	Drinking Water	145
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	145
Glyphosate in Water	EPA 547	Drinking Water	125
HAA in Water	EPA 552.3	Drinking Water	230
Herbicides in Water	EPA 515.4	Drinking Water	240
PFAS in Water	EPA 533	Drinking Water Non-potable Water	375
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	285
THMs in Water	EPA 524.3	Drinking Water	85
VOCs in Water 524, Low Level	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260D	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260D	Drinking Water Non-potable Water	95

Biomonitoring and Emerging Contaminants

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Blood Metals	MDH	Biological Materials	TBD ⁴
BTZs and BTHs in Water	MDH	Non-potable Water	TBD ⁴
BPA and BPS in Solids	MDH	Solid and Chem. Mat.	TBD ⁴
Creatinine in Urine	MDH	Biological Materials	TBD ⁴
Cyanide in Whole Blood	MDH	Biological Materials	TBD ⁴
Designer Drug Panel	MDH	Biological Materials	TBD ⁴
Drugs in Water	MDH	Non-potable Water	TBD ⁴
Environmental Phenols in Urine	MDH	Biological Materials	TBD ⁴
Fatty Acids in Plasma	MDH	Biological Materials	TBD ⁴
Formaldehyde	MDH	Non-potable Water Solid and Chem. Mat.	TBD ⁴
HBCD	MDH	Solid and Chem. Mat.	TBD ⁴
Hydroxy PAHs in Urine	MDH	Biological Materials	TBD ⁴
Mercury in Bloodspots	MDH	Biological Materials	TBD ⁴
Mercury in Urine	MDH	Biological Materials	TBD ⁴
Metals in Urine	MDH	Biological Materials	TBD ⁴
Multi Drug Panel	MDH	Biological Materials	TBD ⁴
Non-Targeted Analysis	MDH	Non-potable Water	TBD ⁴
Opioid Panel	MDH	Biological Materials	TBD ⁴
Pesticides in Urine	MDH	Biological Materials	TBD ⁴
PFAS in Plasma	MDH	Biological Materials	TBD ⁴
PFAS in Serum	MDH	Biological Materials	TBD ⁴
VOCs in Blood/Serum	MDH	Biological Materials	TBD ⁴

Additional Analyses for Prior Approval

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Acrylamide in Water	MDH	Drinking Water Non-potable Water	TBD ⁴
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Arsenic Speciation	MDH	Drinking Water	90
Arsenic Speciation, Dissolved	MDH	Drinking Water	90
Extractable Iron in Sediment	MDH	Solid and Chem. Mat.	45
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD ⁴
Microcystin	Abraxis Method 520011	Non-potable Water	60
Microcystin Potable	EPA 546	Drinking Water	55
Sand	Petrology of Sedimentary Rocks, 2 nd ED	Drinking Water Non-potable Water	50
Sulfide	SM 4500-S ²⁻ E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S ²⁻ J-2000	Solid and Chem. Mat.	65
Total Organic Carbon (TOC)	MDH	Solid and Chem. Mat.	22
VOCs	EPA 8260D	Solid and Chem. Mat.	TBD ⁴

⁴ Contact lab for current price.

Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY 22 Price (\$)
Administrative Consult ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Administrative Fee ⁶	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies ⁶
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Sample Containers ⁷	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 ⁷
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract ⁸	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies ⁸

⁵ This analysis is billed on a per hour basis.

⁶ This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

⁷ Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

⁸ This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.

Attachment 2

Maximum Turn-Around-Times (TATs) and Priority Options

	Standard TAT	Priority TAT *	Emergency TAT **
Inorganic Chemistry and Microbiology	21 days	7 days	3 days
Organic Chemistry			
Volatiles	21 days	7 days	1 day
Non-Volatiles	21 days	7 days	3 days
Radiation			
Gamma	25 days	7 days	3 days
Alpha/Beta	70 days	35 days	5 days
All other Radchem Analyses	70 days	35 days	N/A †

†N/A= Not applicable

Days= Monday-Friday (excluding State Holidays)

Normal Business Hours= 8:00 a.m. to 4:30 p.m.

* Priority samples are assessed a 50% surcharge

** Emergency samples are assessed a 100% surcharge when accepted and analyzed during regular laboratory business hours and are assessed a 150% surcharge at all other times.

TAT: Length of time elapsed between the time the laboratory receives the sample and Chain of Command (COC) and the time the analytical data is available to Minnesota Pollution Control Agency (MPCA).

MPCA may request that priority and emergency sample analytical data be phoned or emailed as soon as analysis has been reviewed and finalized.

Minnesota Department of Health (MDH) and MPCA agree to negotiate special project data report times. MPCA acknowledges that unusual or difficult sample matrices may require additional time for preparation, extraction, digestion, or analysis. MDH agrees to inform MPCA when this occurs and give MPCA an estimated time of completion and any additional charges.

MDH shall accept emergency response samples within a four-hour notice period, twenty-four hours a day, including weekends and holidays. Emergency response samples are samples of public health significance submitted for analysis outside either the laboratory's normal compliance monitoring scope of work or project plan.

Attachment 3 Emergency Contact List

MINNESOTA DEPARTMENT OF HEALTH (PUBLIC HEALTH LAB):		
	WORK	CELL
General Environmental M-F 8:00 am to 4:30 pm	651-201-5300	
CT/Rad Cell (24 Hours) Chemical terrorism and radiation emergency response		612-282-3750
Paul Moyer Environmental Lab Manager	651-201-5669	651-470-4229
Jeff Brenner Inorganic Chemistry Unit Supervisor	651-201-5353	651-263-3486
Ron Brown Sample Receiving Unit Supervisor	651-201-5058	
Cori Dahle Operations Unit Supervisor	651-201-5214	612-868-4157
Shane Olund Quality Assurance Officer	651-201-5357	
Betsy Edlund Organic Chemistry Unit Supervisor	651-201-5302	
Stefan Saravia Biomonitoring and Emerging Contaminants Unit Supervisor	651-201-5579	
Sara Vetter Interim Public Health Laboratory Asst. Director	651-201-5255	
Myra Kunas Interim Public Health Laboratory Director	651-201-5583	

	WORK	CELL
Eric Pederson Remediation, Closed Landfill Unit Supervisor	651-757-2645	
Dorene Fier-Tucker Remediation, Emergency Management Unit Supervisor	651-757-2161	612-840-4684
Jennifer Thoreson Environmental Analysis & Outcomes, WQ QAC Wastewater Lab Certification Program Manager	651-757-2805	
Kelly O'Hara Environmental Analysis & Outcomes	651-247-1054	651-247-1054
Sarah Yost Environmental Analysis & Outcomes, QAC	651-757-2810	
Katie Rinker Environmental Analysis & Outcomes, Quality Unit Supervisor	651-757-2794	



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

SWIFT Contract No.: 202053
AI #: 39273
Activity ID #: PRO20210007

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 **Effective date: October 26, 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: October 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 Collect paired liver-muscle samples from hunter harvested or agency culled white-tailed deer.
- 2.2 Collect paired liver-muscle samples from waterfowl: overwinter birds and/or during summer molt.
- 2.3 Ship deer and waterfowl samples for Per-and polyfluoroalkyl substances (PFAS) analysis.
- 2.4 Collection and shipment of samples are to follow the Quality Assurance Project Plan (QAPP) for investigating levels of PFAS in Minnesota white-tailed deer and waterfowl, which is incorporated herein by reference. Total number of samples per season will be agreed upon by DNR and MPCA.
- 2.5 Semi-annual reports will be provided to be provided to MPCA no later than August 1st of each calendar year.
- 2.6 Final report to be submitted to MPCA for review on or before August 30, 2023.

3 Consideration and Payment

The DNR will be reimbursed for actual cost of samples, not to exceed **\$470 (Four Hundred Seventy Dollars) per sample**. Plus actual expenses for sampling and shipping supplies, postage and mileage.

The total obligation of the MPCA for all reimbursements to DNR under this Agreement will not exceed **\$80,000.00 (Eighty Thousand Dollars and Zero Cents)**.

4 Conditions of Payment

All services provided by DNR under this agreement must be performed to MPCA Authorized Representative's satisfaction.

Invoices will be submitted on a quarterly basis for services completed and will be submitted electronically to mzca.ap@state.mn.us.

Invoices must include:

SWIFT Contract number
Project name
MPCA's authorized representative
Invoice number
Invoice date
Type of sample(s)

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

Payments under this Contract will be made from federal funds obtained by MPCA through CFDA Number 66.605. The DNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the DNR's failure to comply with federal requirements: [EPA Grants | US EPA](#)

5 Authorized Representative

MPCA's Authorized Representative is **Sophie Greene**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2646, sophie.greene@state.mn.us, or their successor.

DNR's Authorized Representative is **Kelsie LaSharr**, 5463 W. Broadway Ave, Forest Lake, MN 55025, 651-539-3326, Kelsie.lasharr@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 Change Orders

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

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

8 Liability

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

9 Termination

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

Contract Specialist Bowes, Sandra L.

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

October 22, 2021

Director Dave Olfelt

DocuSigned by:
Dave Olfelt
850B10991E174F7...

October 24, 2021

Assistant Division Director.
Lewis, Melissa

DocuSigned by:
Lewis, Melissa
5F0F911B6E6D4E8...

October 25, 2021

DS
SG

DS
KS

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** **July 1, 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

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

3 Consideration and Payment

The sum of **\$300,000.00 (Three Hundred Thousand Dollars and Zero Cents)** will be transferred to MPCA to allotment FY22 2001 R3210000 R32H108.

4 Conditions of Payment

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

5 Authorized Representative

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

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

6 Amendments

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

7 Liability

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

8 Termination

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

1. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: Joseph Henderson
(With delegated authority)
Digitally signed by Joseph Henderson
Date: 2021.08.24 12:43:19 -05'00'

Title: Division Director

Date: See signature

2. MINNESOTA POLLUTION CONTROL AGENCY

By: Doug Wetzstein
(With delegated authority)
Digitally signed by Doug Wetzstein
Date: 2021.08.24 14:35:03 -05'00'

Title: Assistant Division Director

Date: See signature

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

Recitals

1. The MPCA and DNR, as authorized co-trustees of the State’s natural resources, are responsible for seeking settlement from responsible parties for the release of petroleum and hazardous substances into the environment. The settlements are based on the harm to natural resources and lost services resulting from the release of contaminants. A Natural Resource Damage Assessment (NRDA) is a process designed to calculate natural resources damages caused by the release.
2. The MPCA and DNR work jointly and cooperatively when conducting NRDA assessments and restoration project planning. Some NRDA actions require additional contractual assistance when expertise is unavailable or MPCA and DNR lack staff capacity. The MPCA has a master contract for conducting NRDA services and may utilize other external contracts if necessary.
3. Pursuant to Minnesota Statute 115B.20 Subd. 2 (4), the DNR has legislative authority to use funds in the DNR Remediation Fund for NRDA administration, planning and implementation work. Administration includes costs of assessment and staff training.
4. This Agreement will allow the transfer of funds from the Remediation Fund to the MPCA for NRDA work orders or other purchasing requests. All transfers are jointly agreed upon by MPCA and DNR NRDA management team and are documented in the annual NRDA budget. Fund transfers may cover 100% (One Hundred Percent) of the identified costs or some agreed-upon portion of the total **Agreement**.

1. Term of Agreement

1.1 Effective date: *January 5, 2022*, 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

2.1 MPCA Responsibilities:

- A. The MPCA as co-trustee with DNR, and in cooperation with the DNR, will identify the need to conduct pre-assessment, injury/quantification, assessment, restoration planning, case management, and other activities associated with NRDA sites located in Minnesota.
- B. The MPCA’s proposed NRDA annual expenditure budget is based on anticipated contract work order needs and staff training and expenses for the upcoming fiscal year. Work order activities include NRDA tasks such as the pre-assessment, injury/quantification, assessment, restoration planning, and other needs that are within the scope of the MPCA master contracts. All staff training and expenses must be approved by the DNR/MPCA NRDA Management Team.
- C. The DNR/MPCA NRDA Management Team shall review and approve the NRDA expenditure budget, **Attachment A**, which is attached and incorporated into this Agreement. The MPCA will submit a SWIFT invoice to DNR to provide funds to the MPCA. Once the Agreement is executed, Attachment A will be fully incorporated into this Agreement and funded to the extent authorized by DNR. The MPCA will propose a FY2023 budget and subsequent invoice prior to June 30, 2022.
- D. The MPCA will submit draft work orders to the DNR for review, and either party may negotiate changes before final execution of any Work Order.

- E. The MPCA will provide timely deliverables as described in each work order, including regular progress reports, to the NRDA Management Team.
- F. The MPCA will review invoices and make timely payments to the contractor.
- G. The MPCA will track and report the remaining funds at the end of the fiscal year that were provided to the MPCA for NRDA expenditures.

2.2 DNR Responsibilities:

- A. The DNR will administer annual financial transfers to the MPCA for costs of NRDA actions, including MPCA staffing and training and MPCA's master contractors conducting NRDA assessments, which require approval by the NRDA Management Team.
- B. As part of the NRDA Management Team, the DNR will review and approve the annual expenditures worksheet, **Attachment A**. Once approved, **Attachment A** will be fully incorporated into this Agreement and funded to the extent authorized by the DNR.
- C. The DNR may identify the need to conduct pre-assessment, injury/quantification, assessment, and restoration planning, case management, and other activities associated with NRDA sites located in Minnesota. DNR will coordinate with MPCA to utilize the NRDA master contractors and the scope of work will be approved by the NRDA management team.
- D. The MPCA and DNR will work collaboratively to identify future NRDA sites, assessment needs and implementation expenditures. Both agencies will participate in oversight of the delivery of work order products and in other activities related to each NRDA to the extent that the Parties have agreed to on a project-by-project basis.

3 Consideration and Payment

Upon execution of the **Agreement**, the MPCA will send an invoice (SWIFT) to the DNR. The DNR shall encumber and promptly pay the MPCA invoice upon receipt. The total obligation of DNR to the MPCA under this Agreement will not exceed \$150,000 (One Hundred Fifty Thousand Dollars) over the 2022-2023 biennium.

The MPCA shall draw against such funds as it incurs costs to perform NRDA tasks and staff training. Upon expiration or termination of this Agreement, or termination of a specific work order, the DNR shall be entitled to a refund of unspent funds of those advanced to the MPCA, for products specific to work orders for which the funds were provided. The NRDA Management Team will determine if the funds roll over to the next fiscal year or will be returned to the DNR Remediation Fund.

4 Conditions of Payment

All services provided by MPCA under this Agreement must be performed to DNR's satisfaction, as determined by DNR's Authorized Representative or his/her successor, upon review of progress reports or other requested documentation.

5 Authorized Representatives

DNR's Authorized Representative is **Katie Smith**, katie.smith@state.mn.us, 651-259-5709, 500 Lafayette Road North, St. Paul, MN 55155, or her successors in office.

MPCA's Authorized Representative is **Susan Johnson**, susan.johnson@state.mn.us, 218-302-6601, 525 S Lake Ave., Duluth, MN 55802 or her successors in office.

6 Amendments

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

7 Liability

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

8 Termination

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

1. State Encumbrance Verification

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

DocuSigned by:

Signed: Felicia Barnes

650F68633C8A413... January 7, 2022

Date: _____

SWIFT Contract Number: 205911/ 3000202550

2. Minnesota Pollution Control Agency

DocuSigned by:

Signed: Pamela MS Anderson

85E45911CF7861DE

Title: Asst Division Director

Date: January 7, 2022

3. Minnesota Department of Natural Resources

DocuSigned by:

Signed: Katie Smith

666A3882678F4BF...

(With delegated authority.) Steve Colvin

Title: Director, Ecological & Water Resources

Date: January 7, 2022



State of Minnesota Interagency Agreement

SWIFT Contract No.: 208628
Tempo Agency Interest No.: 39273
Activity ID: PRO20210008

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

Agreement

1. Term of Agreement

1.1 Effective date. **April 1, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. **March 31, 2024**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

The DNR Agrees to operate and maintain the Interagency Monitoring of Protected Visual Environments (IMPROVE) Network Station at Great River Bluffs State Park (GRBSP) as described in **Attachment A: Workplan**, which is attached and incorporated into this Agreement.

3. Consideration and Payment

3.1 Consideration. The MPCA will pay for performance by the DNR under this Agreement as follows:

- (a) Compensation.** The DNR shall operate and maintain the IMPROVE Network Station at GRBSP every Tuesday for **52 weeks a year** at a rate of **\$300.00 per week**. The annual costs will not exceed **\$15,600.00 (Fifteen Thousand Six Hundred Dollars and Zero Cents)**. Year one is defined as the period of April 1, 2022 through March 31, 2023. Year two is defined as the period of April 1, 2023 through March 31, 2024.
- (b) Total Obligation.** The total obligation for all compensation under this Agreement will not exceed **\$31,200.00 (Thirty-One Thousand, Two Hundred Dollars and Zero Cents)**.
- (c) Invoices.** The MPCA will promptly pay the DNR after the DNR presents an itemized invoice for the services actually performed and the MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Annually**.

Invoices shall include:

- DNR Project Manager
- Agreement Amount
- Agreement Amount available to date
- Invoice Number
- Invoice Date
- MPCA Authorized Representative/Project Manager
- SWIFT Contract Number
- Invoicing Period (actual working period)

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

(d) Federal Funds. Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Agreement. DNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements: <https://www.epa.gov/grants/grant-terms-and-conditions>.

4. Conditions of Payment

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

5. Authorized Representative

MPCA's Authorized Representative is **Kurt Anderson**, 520 Lafayette Road, St. Paul, Minnesota 55155, kurt.anderson@state.mn.us, 651-757- 2192, or successor.

DNR's Authorized Representative is **Anne Marie Selness**, Great River Bluffs State Park, 43605 Kipp Drive, Winona, Minnesota 55987, annemarie.selness@state.mn.us, 507-312-2652, 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 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.

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Christina Sundgaard	DocuSigned by: <i>Christina Sundgaard</i> E8A76AB9159F409...	March 29, 2022
Division and Fiscal Services Unit Manager	Erickson, Eastwood, Linda J	DocuSigned by: <i>Erickson-Eastwood, Linda J</i> 3694054445D1471...	March 31, 2022
Assistant Division Director	Lewis, Melissa	DocuSigned by: <i>Lewis, Melissa</i> 5F0F911B8E6D4E8...	March 31, 2022

Admin ID



State of Minnesota Interagency Agreement

SWIFT Contract: 210247
Tempo Agency Interest: 39273
Activity ID: PRO20220001

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

Agreement

1. Term of Agreement

1.1 Effective date. **April 1, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. **March 31, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

DNR will conduct the project as specified in **Attachment A**, which is attached and incorporated into this Agreement.

3. Consideration and Payment

The total obligation for all compensation and reimbursements to DNR under this Agreement will not exceed **\$2,951,250.00 (Two Million Nine Hundred Fifty-one Thousand Two Hundred Fifty Dollars and Zero Cents)**.

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

The MPCA agrees to pay for services provided by DNR starting April 1, 2022. Total payment during the federal budget period of April 1, 2022, to March 31, 2023, will not exceed **\$590,250.00 (Five Hundred Ninety Thousand Two Hundred Fifty Dollars and Zero Cents)**.

Funds not expended by March 31st of each year may be used in future years through the expiration of the agreement.

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

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

5. Conditions of Payment

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

6. Authorized Representative

MPCA's Authorized Representative is **Barb Huberty**, 525 Lake Avenue South, Suite 400, Duluth, Minnesota 55802, barbara.huberty@state.mn.us, 218-302-6630, or successor.

DNR's Authorized Representative is **Melissa Sjolund**, 525 Lake Avenue South, Duluth, Minnesota 55802, melissa.sjolund@state.mn.us, 218-302-3245, or successor.

7. Amendments

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

8. Change Orders

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

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

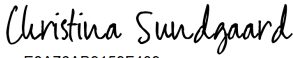

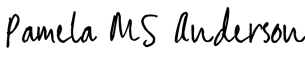
9. Liability

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

10. Termination

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

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Christina Sundgaard	DocuSigned by:  E8A76AB9159F409...	May 2, 2022
Director	Smith, Katie E	DocuSigned by:  666A3882678F4BF...	May 2, 2022
Asst Division Director	Pamela MS Anderson	DocuSigned by:  B5E45911CF864DC...	May 2, 2022

Admin ID



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

SWIFT Contract No.: 202053
AI #: 39273
Activity ID #: PRO20210007

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 **Effective date: October 26, 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: October 31, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

- 2.1 Collect paired liver-muscle samples from hunter harvested or agency culled white-tailed deer.
- 2.2 Collect paired liver-muscle samples from waterfowl: overwinter birds and/or during summer molt.
- 2.3 Ship deer and waterfowl samples for Per-and polyfluoroalkyl substances (PFAS) analysis.
- 2.4 Collection and shipment of samples are to follow the Quality Assurance Project Plan (QAPP) for investigating levels of PFAS in Minnesota white-tailed deer and waterfowl, which is incorporated herein by reference. Total number of samples per season will be agreed upon by DNR and MPCA.
- 2.5 Semi-annual reports will be provided to be provided to MPCA no later than August 1st of each calendar year.
- 2.6 Final report to be submitted to MPCA for review on or before August 30, 2023.

3 Consideration and Payment

The DNR will be reimbursed for actual cost of samples, not to exceed **\$470 (Four Hundred Seventy Dollars) per sample**. Plus actual expenses for sampling and shipping supplies, postage and mileage.

The total obligation of the MPCA for all reimbursements to DNR under this Agreement will not exceed **\$80,000.00 (Eighty Thousand Dollars and Zero Cents)**.

4 Conditions of Payment

All services provided by DNR under this agreement must be performed to MPCA Authorized Representative's satisfaction.

Invoices will be submitted on a quarterly basis for services completed and will be submitted electronically to mzca.ap@state.mn.us.

Invoices must include:

SWIFT Contract number
Project name
MPCA's authorized representative
Invoice number
Invoice date
Type of sample(s)

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

Payments under this Contract will be made from federal funds obtained by MPCA through CFDA Number 66.605. The DNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the DNR's failure to comply with federal requirements: [EPA Grants | US EPA](#)

5 Authorized Representative

MPCA's Authorized Representative is **Sophie Greene**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2646, sophie.greene@state.mn.us, or their successor.

DNR's Authorized Representative is **Kelsie LaSharr**, 5463 W. Broadway Ave, Forest Lake, MN 55025, 651-539-3326, Kelsie.lasharr@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 Change Orders

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

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

8 Liability

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

9 Termination

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

Contract Specialist Bowes, Sandra L.

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

October 22, 2021

Director Dave Olfelt

DocuSigned by:
Dave Olfelt
850B10991E174F7...

October 24, 2021

Assistant Division Director.
Lewis, Melissa

DocuSigned by:
Lewis, Melissa
5F0F911B6E6D4E8...

October 25, 2021

DS
SG

DS
KS



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

Agreement

1. Term of Agreement

1.1 Effective date. **January 24, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration date. **January 23, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

The MPCA and MNDNR will perform the work under this Agreement as specified in **Attachment A**, which is attached and incorporated into this Agreement.

3. Consideration and Payment

The total obligation of the MPCA for the above services is: **\$0.00 (Zero Dollars and Zero Cents)**.

4. Authorized Representative

MPCA's Authorized Representative is **Carl Stenoien**, 520 Lafayette Road North, St. Paul, Minnesota 55155, 651-757-2744, Carl.Stenoien@state.mn.us, or their successor or delegate.

MNDNR's Authorized Representative is **Greg Kruse**, 500 Lafayette Road North, St. Paul, Minnesota 55155, 651-259-5718, Greg.Kruse@state.mn.us, or their successor or delegate.

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 behaviors and the results thereof.

7. Termination

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

Contract Specialist Cari Larose

DocuSigned by:
Cari Larose
2C834AE64FDF438...

January 7, 2022

Deputy Director Gregory A. Kruse

DocuSigned by:
Gregory A. Kruse
A4025EA23C0E42E...

January 9, 2022

Assistant Division Director ~~For~~ Peterson, Christine E

DocuSigned by:
Christine E Peterson
BE42C1D9763F431...

January 10, 2022



Interagency Amendment 2

State of Minnesota

SWIFT Contract No.: 161960

PO No. ~~3000024705~~

3000026765

AI: 225064

Activity ID: PRO20190002

Contract Start Date:	<u>7/26/2019</u>	Total Contract Amount:	<u>\$9,408,481.00</u>
Original Contract Expiration Date:	<u>6/30/2024</u>	Original Contract:	<u>\$3,099,600.00</u>
Current Contract Expiration Date:	<u>6/30/2024</u>	Previous Amendment(s) Total:	<u>\$3,172,374.00</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$3,136,507.00</u>

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

Recitals

1. The MPCA has a contract with BWSR identified as SWIFT Contract No. 161960 ("Original Agreement") to provide **BWSR disburses funds to counties for the MPCA for the County SSTS Program through its Natural Resources Block Grant (NRBG) Program** (project).
2. This Agreement is being amended to add FY 22 funding and increase total obligation.
3. The MPCA and the BWSR are willing to amend the Original Agreement as stated below.

Amendment

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

REVISION 1. Clause 4. "BWSR's Responsibilities" is amended as follows:

In its capacity as NRBG administrator, BWSR agrees to:

- Distribute the 2020, ~~and 2021,~~ and 2022 Base Grants and Low Income upgrade grant funds to County SSTS programs.
- Ensure that Clean Water Funds for the SSTS program is separately defined in grant awards and amendments, with the appropriate reporting requirements included. The availability of Clean Water Funds, which is different than the environmental funds, must be clearly identified.
- Periodically review fiscal records, financial reports, and budgetary documents submitted by counties to verify that grant fund expenditures are being allocated according to their grant.

REVISION 2. Clause 5. "Consideration and Conditions of Payment" is amended as follows:

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

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

County SSTS Grants Program

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

- The FY 2020 base grant awards (August 2019)

- The FY 2020 low-income upgrade grant awards (August 2019)
- The FY 2021 base grant awards (August 2020)
- The FY 2021 low-income upgrade grant awards (August 2020)
- The FY 2022 base grant awards (September 2021)
- The FY 2022 low-income upgrade grant awards (September 2021)

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

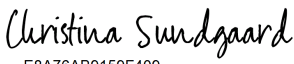
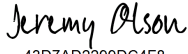

Use of funds as match; Total Obligations.

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

The total obligation of the MPCA for compensation and reimbursement to BWSR for the County SSTs Grants Program under this Agreement will not exceed \$3,099,600.00 (Three Million Ninety-nine Thousand Six Hundred Dollars and Zero Cents) for FY 20 plus \$3,172,374.00 (Three Million One Hundred Seventy-two Thousand Three Hundred Seventy-four Dollars and Zero Cents) for FY 21, plus \$3,136,507.00 (Three Million One Hundred Thirty-six Thousand Five Hundred Seven Dollars and Zero Cents) for a total obligation of ~~\$6,271,974.00 (Six Million Two Hundred Seventy-one Thousand Nine Hundred Seventy-four Dollars and Zero Cents)~~ \$9,408,481.00 (Nine Million Four Hundred Eight Thousand Four Hundred Eighty-one Dollars and Zero Cents).

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

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Christina Sundgaard	DocuSigned by:  E8A76AB9159F409...	August 12, 2021
Chief Financial Officer	Jeremy Olson	DocuSigned by:  43D7AD2299DC4F8...	August 30, 2021
Assist. Division Director	Courtney Ahlers-Nelson	DocuSigned by:  2640334FE5304E6...	September 1, 2021

Amendment 2

Contract Start Date:	<u>July 1, 2020</u>	Total Contract Amount:	<u>\$10,958</u>
Original Contract Expiration Date:	<u>June 30, 2021</u>	Original Contract:	<u>\$45,888</u>
Current Contract Expiration Date:	<u>June 30, 2022</u>	Previous Amendment(s) Total:	<u>NA</u>
Requested Contract Expiration Date:	<u>August 30, 2022</u>	This Amendment:	<u>-\$34,930</u>

This amendment is by and between the Minnesota Board of Water and Soil Resources ("BWSR") and the Minnesota Pollution Control Agency ("PCA").

Recitals

1. PCA has an interagency agreement with BWSR for the implementation of Laws of Minnesota 2019, 1st Special Session, Chapter 4, Article 1, Section 2, Subd. 9(a) (2019 legislation) and a Wetland Program Development Grant that BWSR received from the U.S. Environmental Protection Agency (EPA grant).
2. PCA will not be completing any additional work under the 2019 legislation prior to the expiration of the associated appropriation, but may continue work under the EPA grant through August 30, 2022, which is the current expiration date of the grant.
3. This agreement is being amended to reduce the contract amount to \$10,958 (the amount budgeted in the EPA grant for PCA water quality standard work) and extended two additional months to match the EPA grant expiration date.
4. PCA and BWSR are willing to amend the Original Agreement as stated below.

Contract Amendment

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

REVISION 1. Purchase Order No.

Purchase Order No.: ~~3-13019~~ 14487

REVISION 2. Clause 1, Term of Agreement

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

REVISION 3. Clause 3, Consideration and Payment

BWSR agrees to reimburse the PCA for its activities in support of the 2019 legislation and EPA Grant listed under section 2.2. The total obligation of BWSR for all compensation and reimbursements to PCA under this agreement will not exceed ~~\$45,888.00 (Forty-Five Thousand Eight Hundred Eighty-Eight Dollars and Zero Cents)~~ \$10,958 (Ten Thousand Nine Hundred Fifty Eight Dollars and Zero Cents).

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

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

Amendment 2

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: DocuSigned by:
Robert Kranick
CAE79757420447B...

Date: 3/31/2022

SWIFT Contract No. 178627

3. Pollution Control Agency

DocuSigned by:
By: Pamela MS Anderson
B5E45911CF864DC...
(with delegated authority)

Title: Asst Division Director

Date: 4/1/2022

2. Board of Water and Soil Resources

DocuSigned by:
By: Les Lemm
D7C31123FFEC4C9...
(with delegated authority)

Title: wetlands Section Manager

Date: 3/31/2022



State of Minnesota Interagency Agreement

SWIFT Contract No.: 201084
Tempo AI: 187607
Activity ID: PRO20210008

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

Agreement

1. Term of Agreement

- 1.1 **Effective date. October 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. September 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

This agreement is for BWSR to provide a statewide conservation reporting system (eLINK) in order for MPCA to access data from eLINK, use eLINK to support their programs, and receive support services associated with eLINK. Support services will be aimed at both MPCA staff and local governmental units.

The goal of BWSR’s eLINK system is to track conservation projects and grants; indicators and pollution reduction benefits; cumulative grant funding over a period of years; map locations of projects on a statewide, county, watershed, or individual-project basis; and provide documentation needed to comply with various state and federal program reporting requirements. Project locations can be used with natural resource information to estimate soil erosion and resultant environmental benefits from project implementation.

Agreement Objectives:

BWSR responsibilities:

- Provide use of eLINK through ongoing system administration, maintenance, and new development services for all eLINK records and usability. For these services, a \$13,700.00 flat rate will be invoiced quarterly, for a total amount not to exceed \$54,800.00 over the one-year period, reflecting the portion of MPCA grant and loan records as a subset of all grant records in eLINK.
- BWSR will be paid an hourly rate of \$50.00 per hour for support services, for a total not to exceed \$6,500.00 over the period of this agreement. The hours will be allocated as needed among the following tasks:
 - Provide user technical support and training during regular business hours of Monday through Friday from 8:00 a.m. to 4:30 p.m., to MPCA staff and local governmental units who use the eLINK system.
 - Provide map products/Geographic Information System (GIS) data files for use in the United States Environmental Protection Agency’s (USEPA’s) Grants Reporting and Tracking System (GRTS), MPCA’s Annual Watershed Achievement Report (the annual report to USEPA), Watershed Restoration and Protection (WRAPS) reports, and other MPCA reports as needed for MPCA’s business needs, including Clean Water Accountability Report.
 - Set up and enter into eLINK, the new Section 319 and Clean Water Partnership (CWP) projects annually.
 - Provide load reduction/best management practices (BMP) information for CWP and Section 319 projects to MPCA by February 1 and August 1 each year.
 - Respond to data requests to create reports from eLINK grant and loan records database queries as needed. Data request responses shall normally be within two (2) business days unless a longer response time is agreed upon by both parties for complex requests.

- Submit detailed invoices to MPCA quarterly.
- An annual report summarizing all work completed under this agreement will be due by September 15, 2022. BWSR will be provided MPCA's report form template.

MPCA responsibilities:

- Schedule reviews with BWSR, as needed, to discuss the status of the project.
- Schedule and invite BWSR representatives to the bi-monthly project manager's meetings, monthly watershed staff meetings, and other meetings, as appropriate.
- Request reporting system improvements/updates as needed.
- Provide to BWSR any current information on the federal Clean Water Act Section 319 and USEPA guidance and help implement new guidance as it relates to this agreement.
- Report full-time equivalents (FTEs) to the Legislative Coordinating Commission's Legacy Fund website on an annual basis per Clean Water Fund reporting requirements.

3. Consideration and Payment

The total obligation for all compensation and reimbursements to BWSR under this Agreement will not exceed **\$61,300.00 (Sixty-one Thousand Three Hundred Dollars and Zero Cents)**.

MPCA will promptly pay BWSR after BWSR presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Quarterly**.

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

4. Conditions of Payment

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

5. Authorized Representative

The MPCA's Authorized Representative is **David Miller**, 520 Lafayette Road North, St. Paul, Minnesota 55155, 651-757-2448, david.miller@state.mn.us, or successor and has the responsibility to monitor the performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the MPCA's Authorized Representative/Project Manager will certify acceptance on each invoice submitted for payment.

BWSR's Authorized Representative is **Kevin Bigalke**, 520 Lafayette Road North, St. Paul, MN 55155, 651-215-6338, kevin.bigalke@state.mn.us, or successor. If BWSR's Authorized Representative changes at any time during this Agreement, BWSR must immediately notify MPCA in writing.

6. Change Orders

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

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

7. Amendments

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

8. Liability

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

9. Termination

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

10. Clean Water Fund and Legacy Logo

Minn. Stat. § 114D.50 Subd 4 (f) states: "When practicable, a direct recipient of an appropriation from the clean water fund shall prominently display on the recipient's Web site home page the legacy logo required under Laws 2009, chapter 172, article 5, section 10, as amended by Laws 2010, chapter 361, article 3, section 5, accompanied by the phrase "Click here for more information." When a person clicks on the legacy logo image, the Web site must direct the person to a Web page that includes both the contact information that a person may use to obtain additional information, as well as a link to the Legislative Coordinating Commission Web site required under section 3.303, subdivision 10. Clean Water Land and Legacy Amendment Logo Usage Guidelines:

http://www.legacy.leg.mn/sites/default/files/resources/Legacy_Logo_Guidelines.pdf. Download the Legacy Logo: <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>

Reporting FTEs

Minn. Stat. § 3.303, Subd. 10 (2)(vi) requires that information provided on the Legislative Coordinating Commission's Legacy Fund website must include specific information on all projects receiving funding: "(vi) the number of full-time equivalents funded under the project. For the purposes of this item, "full-time equivalent" means a position directly attributed to the receipt of money from one or more of the funds covered under this section, calculated as the total number of hours planned for the position divided by 2,088."

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Christina Sundgaard	DocuSigned by:  E8A76AB9159F409...	September 29, 2021
Chief Financial Officer	Jeremy Olson	DocuSigned by:  43D7AD2299DC4F8...	October 1, 2021
Assistant Division Director	Lewis, Melissa	DocuSigned by:  5F0F911B6E6D4E8...	October 4, 2021

Admin ID



State of Minnesota

Interagency Agreement

SWIFT Contract No.: 208618

This Interagency Agreement is between the Minnesota Board of Water and Soil Resources (BWSR) and the Minnesota Pollution Control Agency (MPCA).

Agreement

1. Term of Agreement

- 1.1 Effective date. April 1, 2022, 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, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

2.1 Background

The purpose of this project is for MPCA to provide assistance to BWSR for revisions to Minnesota Administrative Rules Chapter 8420, and to provide support for the development of all rulemaking materials required for the Dual Notice of Intent to Adopt Rules, any associated hearing, and the final Notice of Adoption of Administrative rules.

2.2 MPCA's Duties

- 2.2.1 MPCA will provide staff resources to assist BWSR in the completion of this project. This staff person shall be someone who is able, available, and qualified to perform the tasks assigned by the BWSR Wetlands Section.
- 2.2.2 Provide expertise in the application of the Administrative Procedure Act (APA) and ensure all required processes are followed.
- 2.2.3 Advise on the development of, and revisions to, the Statement of Need and Reasonableness (SONAR).
- 2.2.4 Ensure all materials required for public notices are developed, complete and meet requirements for submittal; including preparing public notice documents and coordinating with the State Register, OAH, and the Office of the Revisor, as needed.

- 2.2.5 Provide support to BWSR in informing interested parties as to the progress and opportunities for input on these rules.
- 2.2.6 Communicate project status updates, timelines, and any changes to anticipated scheduled to BWSR's authorized representative.
- 2.2.7 Advise and assist BWSR staff with other state rulemaking procedural and documentation requirements.

2.3 BWSR Duties

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

3. Consideration and Payment

- 3.1 BWSR agrees to pay the MPCA for its activities in support of the development and adoption of amendments to Minnesota Administrative Rules Chapter 8420.
- 3.2 The total obligation of BWSR for all compensation and all reimbursements to MPCA under this agreement will not exceed \$50,000.00 (Fifty Thousand Dollars and no cents).
- 3.3 MPCA will invoice BWSR quarterly for staff time spent on this project. Invoices should reference the SWIFT Contract Number and Purchase Order Number, and be sent to: BWSR.Invoices@state.mn.us.
- 3.4 Should the applicable collective bargaining agreement for the employee be amended and approved by the State to include a cost-of-living-adjustment (COLA), the parties mutually agree to execute an amendment to the total obligation identified in Clause 3.2 to cover those additional costs.

4. Conditions of Payment

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

5. Authorized Representative

BWSR's Authorized Representative is Les Lemm, Wetlands Section Manager, 651-341-4208, or their successor or delegate.

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

6. Amendments

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

7. Liability

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

8. Termination

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

1. State Encumbrance Verification

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

Print Name: Robert Kronick
Signature: Robert Kronick
Title: Lead Acct. Officer Date: 3/24/2022
SWIFT Contract No. 208618

3. BWSR

With delegated authority

Print Name: Dave Weirens
Signature: Dave Weirens
Title: Assistant Director for Programs and Policy Date: 3/26/2022

2. MPCA

With delegated authority

Print Name: Pamela MS Anderson
Signature: Pamela MS Anderson
Title: Asst Division Director Date: 3/25/2022

m1 MINNESOTA Purchase Order



**Water and Soil Resources Board
Bd Of Water & Soil Resources**

Dispatched			Dispatch Via Phone
Purchase Order R9P01- 3000014472	Date 03/08/2022	Revision	Page 1 of 2
Payment Terms Net 0	Freight Terms FOB Destination, Prepd & Allow	Ship Via Ground	Event ID
Buyer Kronick,Robert John	Phone 651/296-0873	Currency USD	Agency Reference

Supplier:
R320000000
POLLUTION CONTROL AGENCY
520 LAFAYETTE ROAD
ST PAUL MN 55155-4194
United States

Ship To:
BWSR CENTRAL OFFICE
520 LAFAYETTE RD N
ST PAUL MN 55155-4102
United States

Attention:
Not Specified

Bill To:
BWSR CENTRAL OFFICE
520 LAFAYETTE RD N
ST PAUL MN 55155-4102
United States

Line - Sch	Item/Description Mfg Item ID	Tax Exempt ID:	Manufacturer Name	Quantity	UOM	Replenishment Option: Standard PO Price	Extended Amt	Due Date
1 - 1	FY22 IA The purpose of this project is for MPCA to provide assistance to BWSR for revisions to MN Administrative Rules Chapter 8420 provide support for the development of all rulemaking materials required for the Dual Notice of Intent to Adopt Rules			1.0000	LO	6250.00000	6250.00	03/08/2022

DIST: 1

Chartfields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	6250.000

GLUnit	Account	Fund	Dept	AppropID	Budget Yr
MN001	411912	1000	R9P32AD M	R9PWC30	2022

Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
6250.000	USD	USD	R9PR9PCOB	N

Schedule Total 6250.00

Contract ID: 0000000000000000000208618

Contract Line: 1

Item Total 6250.00

Total PO Amount 6250.00

1. Show the purchase order number on invoice and all tags, packages and correspondence.
2. This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.
3. All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
4. Invoicing must match line items on the purchased order.
5. DO NOT COLLECT SALES TAX on this order unless instructed to do so on this Purchase Order or the solicitation document. Effective July 1, 1995, Minnesota State agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4405717. The Department of Revenue does not require State agencies to complete the ST3 Form with this order.
6. Payment terms are Net 30 unless a discount is offered for early payment.

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

Unauthorized

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

Unauthorized



PUBLIC FACILITIES AUTHORITY

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
MPCA-CWSRF Program Administration FY 2022**

This agreement is between the Minnesota Public Facilities Authority (the “Authority”) and the Minnesota Pollution Control Agency (the “Agency”). Pursuant to Authority Board Resolution 2021-01, hereby incorporated as Exhibit A to this Agreement, and Minnesota Statutes sections 471.59 and 446A.04 subdivision 5, the Authority and the Agency are empowered to enter into this Agreement with one another. The purpose of this Agreement is to support the Clean Water State Revolving Fund (“CWSRF”).

Agreement

1. Term of Agreement

- 1.1 **Effective date:** July 1, 2021 or the date that all required signatures under Minnesota Statutes Section 16C.05, subdivision 2 are obtained, whichever is later.
- 1.2 **Expiration date:** June 30, 2022.

2. Scope of Work

The Agency shall provide technical and administrative services for the Clean Water State Revolving Fund (CWSRF) for FY 2022. In providing these services, the Agency shall:

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

3. Consideration and Payment

The total obligation of the Authority for all compensation and reimbursements to the Agency under this agreement will not exceed \$1,866,156, to be funded from the CWSRF Fee Account in SWIFT Fund 8200. The Agency’s account to accept and expend these monies must also be in Fund 8200. All revenues of the Authority, including federal grant funds and fee revenues, are statutorily annually appropriated to the Authority pursuant to Minnesota Statutes 446A.04, subdivision 20.

4. Conditions of Payment

The Authority will transfer funds to the Agency after full execution of this agreement. The Authority will have inquiry access to the Agency's SWIFT accounts to monitor fund usage. No review will be performed by the Authority to determine the eligibility of expenses charged by the Agency.

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

5. Authorized Representatives

The Authority's Authorized Representative is Jeff Freeman, Executive Director, 332 Minnesota Street, Suite W820, St. Paul, MN 55101, 651-259-7465, or successor.

The Agency's Authorized Representative is Vickie Blomgren, Financial Operations Manager, Operations Division, 520 Lafayette Road, St. Paul, MN 55155-4194, 651-757-2236, or successor.

6. Amendments

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

7. Liability

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

8. Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, the Agency shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

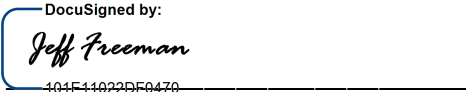
9. Other Provisions

A. The Authority will not be held responsible for the failure of the Department of Management and Budget or USEPA if funds are not released or deposited upon the Authority's request.

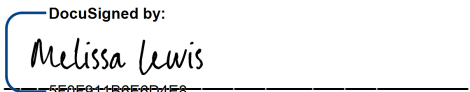
B. This Interagency Agreement does not release the Authority or the Department from their obligations under the program Operating Agreement, including any required corrective action in the event of misuse of funds or use of funds for ineligible purposes.

The remainder of this page is left blank intentionally.

1. PUBLIC FACILITIES AUTHORITY

By 
Title Executive Director
Date 6/25/2021

2. POLLUTION CONTROL AGENCY:

By 
Title Assistant Division Director
Date 6/25/2021

3. ENCUMBERED: Individual signing certifies that funds have been encumbered as required by Minnesota Statute 16A.

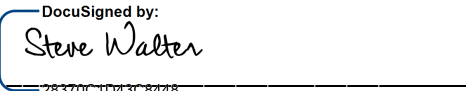
By 
PO date N/A: SWIFT Anticipated Transfer of
PO ID(s) Appropriation,
Journal ID 0006090999

Exhibit A to Interagency Agreement: MPCA-CWSRF Program Administration FY 2022

**MINNESOTA PUBLIC FACILITIES AUTHORITY
RESOLUTION NUMBER 2021-01**

**APPROVING THE AUTHORITY'S FY 2022 BUDGET AND AUTHORIZING PREPARATION AND
EXECUTION OF AGREEMENTS AND CONTRACTS FOR EXPENSES RELATED
TO THE AUTHORITY'S OPERATIONS AND PROGRAMS**

WHEREAS, pursuant to Minnesota Statutes Section 446A.03, Subdivision 5, the Executive Director is responsible for staff of the Authority and for carrying out the Authority's responsibilities to manage and implement the funds and programs of the Authority; and

WHEREAS, Minnesota Statutes Section 446A.03, Subdivision 6 authorizes the Authority to enter into agreements for administrative and professional services, and technical support; and

WHEREAS, Minnesota Statutes Section 446A.04, Subdivision 5 authorizes the Authority to collect fees for costs incurred by the Authority and other agencies and departments and to enter into interagency agreements with appropriate agencies and departments to provide funds for the administration of its programs; and

WHEREAS, pursuant to Minnesota Statutes Section 446A.07, the Pollution Control Agency is responsible for various administrative duties with respect to the Clean Water Revolving Fund and loan fees and other monies may be used to the extent permitted under federal law to pay reasonable costs incurred by the Pollution Control Agency for these activities; and

WHEREAS, pursuant to Minnesota Statutes Section 446A.081, the Department of Health is responsible for various administrative duties with respect to the Drinking Water Revolving Fund and loan fees and other monies may be used to the extent permitted under federal law to pay reasonable costs incurred by the Department of Health for these activities.

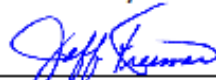
NOW, THEREFORE BE IT RESOLVED BY THE MINNESOTA PUBLIC FACILITIES AUTHORITY THAT:

1. The Authority's administrative budget for FY 2022 is hereby approved in the total amount of \$1,781,000, and the Executive Director is authorized to make line item changes during the year as may be necessary within the overall budget limit; and
2. The Executive Director is authorized to prepare and execute on behalf of the Authority interagency agreements for FY 2022 program administration expenses with the Pollution Control Agency in the amount of \$1,866,156 and the Department of Health in the amount of \$671,680; and
3. The Executive Director is authorized to prepare and execute on behalf of the Authority an FY 2022 interagency agreement with the Department of Employment and Economic Development for administrative and technical services to support Authority staff and operations; and
4. The Executive Director is authorized to prepare and execute on behalf of the Authority an FY 2022 interagency agreement with the Housing Finance Agency for professional/technical services provided by Paula Rindels; and
5. The Executive Director is authorized to sign contracts, purchase orders, and other agreements necessary and appropriate to manage and implement the funds and programs of the Authority and maintain compliance with state and federal program requirements, securities and tax laws and regulations.

Adopted the 14th day of June, 2021

MINNESOTA PUBLIC FACILITIES AUTHORITY

By: 
Chair/Member

Attest: 
Executive Director