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DATE: October 15, 2018

TO: The Honorable Sarah Anderson, Chair, House Government Finance Committee  
The Honorable Mary Kiffmeyer, Chair, Senate State Government Finance Committee  
The Honorable Sheldon Johnson, Representative, House Government Finance Committee  
The Honorable Jim Carlson, Senator, Senate State Government Finance Committee

FROM:   
Matt Massman, Commissioner

RE: Interagency Agreements and Intra-Agency Transfers

In accordance with Minnesota Laws of 2017, First Special Session, Chapter 4 Article 2 Section 16 and M.S. 15.0395, attached is the specified list of FY2018 interagency and intra-agency transfers, and copies of the required agreements.

Please do not hesitate to contact me if you have additional questions.

Attachments

cc: Legislative Reference Library  
Lenora Madigan, Department of Administration  
Stewart McMullan, Department of Administration

Transfer From				Transfer To				Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out Appropriation ID	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In Approp ID	Transfer In Amount		
DHS	General	H551052	(324,000)	Admin	Plant Management	G021801	324,000	Interagency-Plant Mgmt (Anderson Building)	
Admin	General	G021137	(200,000)	Admin	Other Misc Special Revenue	G021240	200,000	Accommodation Reimbursement Account	M.S. 256.01 Subd 2
Admin	Arts & Cultural Heritage Fund	G029249	(30,000)	Admin	Arts & Cultural Heritage Fund	G021249	30,000	portion of legacy appropriation to be used for grants administration	M.S. 16B.4805, subd. 3.
Admin	Arts & Cultural Heritage Fund	G029250	(30,000)	Admin	Arts & Cultural Heritage Fund	G021249	30,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029251	(70,000)	Admin	Arts & Cultural Heritage Fund	G021249	70,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029252	(13,000)	Admin	Arts & Cultural Heritage Fund	G021249	13,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029253	(5,000)	Admin	Arts & Cultural Heritage Fund	G021249	5,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029254	(27,000)	Admin	Arts & Cultural Heritage Fund	G021249	27,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029255	(12,000)	Admin	Arts & Cultural Heritage Fund	G021249	12,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029256	(6,000)	Admin	Arts & Cultural Heritage Fund	G021249	6,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029257	(1,500)	Admin	Arts & Cultural Heritage Fund	G021249	1,500	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029258	(1,000)	Admin	Arts & Cultural Heritage Fund	G021249	1,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029259	(600)	Admin	Arts & Cultural Heritage Fund	G021249	600	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029260	(1,000)	Admin	Arts & Cultural Heritage Fund	G021249	1,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029261	(4,000)	Admin	Arts & Cultural Heritage Fund	G021249	4,000	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029263	(4,440)	Admin	Arts & Cultural Heritage Fund	G021249	4,440	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029264	(5,560)	Admin	Arts & Cultural Heritage Fund	G021249	5,560	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029265	(500)	Admin	Arts & Cultural Heritage Fund	G021249	500	portion of legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Other Misc Special Revenue	G021223	(220,000)	Admin	Other Misc Special Revenue	G021221	220,000	July 2017 billings.	MS 176.603,
Admin	Other Misc Special Revenue	G021222	(60,000)	Admin	Other Misc Special Revenue	G021221	60,000	July 2017 billings.	MS 176.603,
Admin	Other Misc Special Revenue	G021222	(730,048)	Admin	Other Misc Special Revenue	G021221	730,048	July 2017 billings.	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(5,295)	Admin	Other Misc Special Revenue	G021221	5,295	July 2017 billings.	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(252,623)	Admin	Other Misc Special Revenue	G021221	252,623	July 2017 billings.	MS 176.603,
Admin	Plant Management	G021801	(83,889)	Admin	Other Misc Special Revenue	G021207	83,889	Andersen/Freeman Building Replacement Funds	MS 176.603,
Admin	Plant Management	G021801	(65,375)	Admin	Other Misc Special Revenue	G021208	65,375	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Arts & Cultural Heritage Fund	G029248	(48,000)	Admin	Arts & Cultural Heritage Fund	G029231	48,000	Transfer to return 3% holdback to G029231 - MN Public Radio	MS 16B, Sec 24, Subd 5E
Admin	Arts & Cultural Heritage Fund	G029248	(48,000)	Admin	Arts & Cultural Heritage Fund	G029233	48,000	Transfer to return 3% holdback to G029231 - MN Public Radio	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(111,000)	Admin	Arts & Cultural Heritage Fund	G029235	111,000	Transfer to return 3% holdback to G029231 - MN Public Radio	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(6,000)	Admin	Arts & Cultural Heritage Fund	G029237	6,000	Transfer to return 3% holdback to G029231 - MN Public Radio	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(30,000)	Admin	Arts & Cultural Heritage Fund	G029239	30,000	Transfer to return 3% holdback to G029231 - MN Public Radio	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(18,000)	Admin	Arts & Cultural Heritage Fund	G029241	18,000	Transfer to return 3% holdback to G029231 - MN Public Radio	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(2,250)	Admin	Arts & Cultural Heritage Fund	G029245	2,250	Transfer to return 3% holdback to G029231 - MN Public Radio	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(300)	Admin	Arts & Cultural Heritage Fund	G029247	300	Transfer to return 3% holdback to G029231 - MN Public Radio	MS 16A.152 Subd 4c
Admin	Other Misc Special Revenue	G021223	(252,548)	Admin	Other Misc Special Revenue	G021221	252,548	for In-House Legal Fees for September billings	MS 176.603,
Admin	Other Misc Special Revenue	G021222	(3,422)	Admin	Other Misc Special Revenue	G021221	3,422	for In-House Legal Fees for September billings	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(5,980)	Admin	Other Misc Special Revenue	G021221	5,980	In-House Legal Fees and Admin Fees For October 2017 billings	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(253,614)	Admin	Other Misc Special Revenue	G021221	253,614	In-House Legal Fees and Admin Fees For October 2017 billings	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(4,643)	Admin	Other Misc Special Revenue	G021221	4,643	In-House Legal Fees and Admin Fees For November 2017 billing	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(248,074)	Admin	Other Misc Special Revenue	G021221	248,074	In-House Legal Fees and Admin Fees For November 2017 billing	MS 176.603,
Admin	Plant Management	G021801	(65,375)	Admin	Other Misc Special Revenue	G021208	65,375	Andersen/Freeman Building Replacement Funds	MS 176.603,
Admin	Plant Management	G021801	(83,889)	Admin	Other Misc Special Revenue	G021207	83,889	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Plant Management	G021801	(2,294,967)	Admin	Other Misc Special Revenue	G021205	2,294,967	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5E
Admin	Plant Management	G021801	(41,153)	Admin	Other Misc Special Revenue	G021205	41,153	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(2,294,967)	Admin	Other Misc Special Revenue	G021205	2,294,967	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(41,153)	Admin	Other Misc Special Revenue	G021205	41,153	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(142,551)	Admin	General	G021113	142,551	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(850,808)	Admin	General	G021113	850,808	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(142,551)	Admin	General	G021113	142,551	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(850,808)	Admin	General	G021113	850,808	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Other Misc Special Revenue	G021223	(245,342)	Admin	Other Misc Special Revenue	G021221	245,342	In-House Legal Fees and Admin Fees to G021221 for December 2017 billings	MS 176.603,
Admin	Other Misc Special Revenue	G021222	(4,574)	Admin	Other Misc Special Revenue	G021221	4,574	In-House Legal Fees and Admin Fees to G021221 for December 2017 billings	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(242,575)	Admin	Other Misc Special Revenue	G021221	242,575	In-House Legal Fees and Admin Fees to G021221 for December 2017 billings	MS 176.603,
Admin	Other Misc Special Revenue	G021222	(4,562)	Admin	Other Misc Special Revenue	G021221	4,562	In-House Legal Fees and Admin Fees to G021221 for December 2017 billings	MS 176.603,
Admin	Plant Management	G021801	(65,375)	Admin	Other Misc Special Revenue	G021208	65,375	Andersen/Freeman Building Replacement Funds	MS 176.603,
Admin	Plant Management	G021801	(83,889)	Admin	Other Misc Special Revenue	G021207	83,889	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Plant Management	G021801	(41,153)	Admin	Other Misc Special Revenue	G021205	41,153	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(2,294,967)	Admin	Other Misc Special Revenue	G021205	2,294,967	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(142,551)	Admin	General	G021113	142,551	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(850,808)	Admin	General	G021113	850,808	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5D
Admin	Restricted Misc Special Revenue	G021203	(450,000)	Admin	Other Misc Special Revenue	G021206	450,000	Andersen Ramp Debt Service	MS 16B, Sec 24, Subd 5D
Admin	Other Misc Special Revenue	G021223	(248,957)	Admin	Other Misc Special Revenue	G021221	248,957	for In-House Legal Fees.	MS 176.603,
Admin	Other Misc Special Revenue	G021222	(8,169)	Admin	Other Misc Special Revenue	G021221	8,169	for In-House Legal Fees.	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(2,284)	Admin	Other Misc Special Revenue	G021221	2,284	for In-House Legal Fees.	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(253,279)	Admin	Other Misc Special Revenue	G021221	253,279	for In-House Legal Fees.	MS 176.603,
DNR	Permanent School	R290242	(500,000)	Admin	Permanent School	G027303	500,000	transferring dollars so direct approp can be reduced to zero	17 093 01 009a/017 093 01 009b
DNR	Permanent School	R290242	(300,000)	Admin	Permanent School	G027302	300,000	transferring dollars so direct approp can be reduced to zero	17 093 01 009a/017 093 01 009b
Admin	Other Misc Special Revenue	G021223	(245,656)	Admin	Other Misc Special Revenue	G021221	245,656	In-House Legal Fees	MS 176.603,
Admin	Other Misc Special Revenue	G021222	(8,988)	Admin	Other Misc Special Revenue	G021221	8,988	In-House Legal Fees	MS 176.603,
Admin	General	E401MHS	(108,333)	Admin	General	G021149	108,333	FY18 operating funds for SHPO program	MS 176.603,
Admin	Restricted Misc Special Revenue	G021203	(150,000)	Admin	Other Misc Special Revenue	G021206	150,000	Andersen Ramp Debt Service	2017, 1st Special Session. Chapter 4, article 2, section 54. MS 16B, Sec 58, Subd 5

Transfer Out Agency	Transfer Out Fund Name	Transfer Out Appropriation ID	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In Approp ID	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
Admin	Plant Management	G021801	(83,889)	Admin	Other Misc Special Revenue	G021207	83,889	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd SE
Admin	Plant Management	G021801	(65,375)	Admin	Other Misc Special Revenue	G021208	65,375	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd SE
Admin	Plant Management	G021801	(41,153)	Admin	Other Misc Special Revenue	G021205	41,153	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd SD
Admin	Plant Management	G021801	(2,294,967)	Admin	Other Misc Special Revenue	G021205	2,294,967	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd SD
Admin	Plant Management	G021801	(850,808)	Admin	General	G021113	850,808	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd SD
Admin	Plant Management	G021801	(142,551)	Admin	General	G021113	142,551	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd SD
Admin	Other Misc Special Revenue	G021223	(248,502)	Admin	Other Misc Special Revenue	G021221	248,502	In-House Legal Fees.	MS 176.603,
Admin	Other Misc Special Revenue	G021222	(7,292)	Admin	Other Misc Special Revenue	G021221	7,292	In-House Legal Fees.	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(97,384)	Admin	Other Misc Special Revenue	G021221	97,384	In-House Legal Fees.	MS 176.603,
Admin	Other Misc Special Revenue	G021222	(6,834)	Admin	Other Misc Special Revenue	G021221	6,834	In-House Legal Fees.	MS 176.603,
Admin	Other Misc Special Revenue	G021223	(147,897)	Admin	Other Misc Special Revenue	G021221	147,897	In-House Legal Fees.	MS 176.603,
<b>Totals</b>			<b>(20,230,997)</b>				<b>20,230,997</b>		

Transfer From			Transfer To				Purpose of Transfer	Legal Authority for Transfer	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out Appropriation ID	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In Approp ID			Transfer Out Amount
Admin	General	G021137	(200,000)	Admin	Other Misc Special Revenue	G021240	200,000.00	FY18 Accommodation Reimbursement Account	
Admin	Building Construction-Bonded	G0215C9	(189,350)	Arts Board	Building Construction-Bonded	E501522	189,350.00	Transfer to the Arts Board for % for Arts project	M.S. 16B.480S, subd. 3
Admin	Arts & Cultural Heritage Fund	G029249	(30,000)	Admin	Arts & Cultural Heritage Fund	G021249	30,000.00		M.S. 16B.35
Admin	Arts & Cultural Heritage Fund	G029250	(30,000)	Admin	Arts & Cultural Heritage Fund	G021249	30,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029251	(70,000)	Admin	Arts & Cultural Heritage Fund	G021249	30,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029252	(13,000)	Admin	Arts & Cultural Heritage Fund	G021249	70,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029253	(5,000)	Admin	Arts & Cultural Heritage Fund	G021249	13,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029254	(27,000)	Admin	Arts & Cultural Heritage Fund	G021249	5,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029255	(12,000)	Admin	Arts & Cultural Heritage Fund	G021249	27,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029256	(6,000)	Admin	Arts & Cultural Heritage Fund	G021249	12,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029257	(1,500)	Admin	Arts & Cultural Heritage Fund	G021249	6,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029258	(1,000)	Admin	Arts & Cultural Heritage Fund	G021249	1,500.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029259	(600)	Admin	Arts & Cultural Heritage Fund	G021249	1,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029260	(1,000)	Admin	Arts & Cultural Heritage Fund	G021249	600.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029261	(4,000)	Admin	Arts & Cultural Heritage Fund	G021249	1,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029263	(4,440)	Admin	Arts & Cultural Heritage Fund	G021249	4,000.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029264	(5,560)	Admin	Arts & Cultural Heritage Fund	G021249	4,440.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Arts & Cultural Heritage Fund	G029265	(500)	Admin	Arts & Cultural Heritage Fund	G021249	5,560.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Other Misc Special Revenue	G021223	(220,000)	Admin	Other Misc Special Revenue	G021221	500.00	legacy appropriation to be used for grants administration	Laws of 2017, Ch 91 Art 4 Sec 2 Subd 6a
Admin	Other Misc Special Revenue	G021222	(60,000)	Admin	Other Misc Special Revenue	G021221	220,000.00	Risk Management - Workers' Comp Fund	MS 176.603
Admin	Other Misc Special Revenue	G021222	(11,436)	Admin	Other Misc Special Revenue	G021221	60,000.00	Risk Management - Workers' Comp Fund	MS 176.603
Admin	Other Misc Special Revenue	G021223	(17,991)	Admin	Other Misc Special Revenue	G021221	11,435.92	Risk Management - Workers' Comp Fund	MS 176.603
Admin	Other Misc Special Revenue	G021222	(730,048)	Admin	Other Misc Special Revenue	G021221	17,990.52	Risk Management - Workers' Comp Fund	MS 176.603
Admin	Other Misc Special Revenue	G021222	(5,295)	Admin	Other Misc Special Revenue	G021221	730,047.66	Risk Management - Workers' Comp Fund	MS 176.603
Admin	Other Misc Special Revenue	G021223	(252,623)	Admin	Other Misc Special Revenue	G021221	5,294.78	Risk Management - Workers' Comp Fund	MS 176.603
Admin	General	G029116	(162,000)	DEED	General	B221401	162,000.00	Risk Management - Workers' Comp Fund	MS 176.603
Admin	Plant Management	G021801	(83,889)	Admin	Other Misc Special Revenue	G021207	83,889.25	MN Film & TV - transfer to DEED	MS 176.603
Admin	Plant Management	G021801	(65,375)	Admin	Other Misc Special Revenue	G021208	65,375.25	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Arts & Cultural Heritage Fund	G029248	(48,000)	Admin	Arts & Cultural Heritage Fund	G029231	48,000.00	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Arts & Cultural Heritage Fund	G029248	(48,000)	Admin	Arts & Cultural Heritage Fund	G029233	48,000.00	Transfer to return 3% holdback	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(111,000)	Admin	Arts & Cultural Heritage Fund	G029235	111,000.00	Transfer to return 3% holdback	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(6,000)	Admin	Arts & Cultural Heritage Fund	G029237	6,000.00	Transfer to return 3% holdback	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(30,000)	Admin	Arts & Cultural Heritage Fund	G029239	30,000.00	Transfer to return 3% holdback	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(18,000)	Admin	Arts & Cultural Heritage Fund	G029241	18,000.00	Transfer to return 3% holdback	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(2,250)	Admin	Arts & Cultural Heritage Fund	G029245	2,250.00	Transfer to return 3% holdback	MS 16A.152 Subd 4c
Admin	Arts & Cultural Heritage Fund	G029248	(300)	Admin	Arts & Cultural Heritage Fund	G029247	300.00	Transfer to return 3% holdback	MS 16A.152 Subd 4c
Admin	Other Misc Special Revenue	G021223	(252,548)	Admin	Other Misc Special Revenue	G021221	252,547.61	In-House Legal Fees for September billings	MS 176.603
Admin	Other Misc Special Revenue	G021222	(3,422)	Admin	Other Misc Special Revenue	G021221	3,421.83	In-House Legal Fees for September billings	MS 176.603
Admin	Other Misc Special Revenue	G021222	(5,980)	Admin	Other Misc Special Revenue	G021221	5,980.02	In-House Legal Fees for September billings	MS 176.603
Admin	Other Misc Special Revenue	G021223	(253,614)	Admin	Other Misc Special Revenue	G021221	253,613.50	In-House Legal Fees for September billings	MS 176.603
Admin	Plant Management	G021801	(325,625)	MMB	Plant Management	G9Q8002	325,625.00	COPs Debt Service Payment, Nov. 2017	MS 176.603
Admin	Plant Management	G021801	(1,585,500)	MMB	Plant Management	G9Q8002	1,585,500.00	COPs Debt Service Payment, Nov. 2017	Laws of 2015, Chapter 77, Article 2, Section 7B
Admin	Restricted Misc Special Revenue	G021203	(122,306)	MMB	Debt Service	G9Q0001	122,306.25	cost to repair Centennial Bldg Parking Ramp	Laws of 2015, Chapter 77, Article 2, Section 7B
Admin	Restricted Misc Special Revenue	G021203	(1,085,227)	MMB	Debt Service	G9Q0001	1,085,226.53	cost to repair Centennial Bldg Parking Ramp	Laws 2005, Chapt 20, Sec 13, Subd 4
Admin	Fleet Service	G021903	(31,618)	MMB	Master Lease	G9R0113	31,618.44	Fleet - Master Lease 15 Program 12.1.17 Billing	MS 16A.85
Admin	Fleet Service	G021903	(1,919,259)	MMB	Master Lease	G9R0113	1,919,259.34	Fleet - Master Lease 15 Program 12.1.17 Billing	MS 16A.85
Admin	Fleet Service	G021903	(13,874)	MMB	Master Lease	G9R0113	13,873.93	Fleet - Master Lease 15 Program Residual Value 12.1.17 Billing	MS 16A.85
Admin	Fleet Service	G021903	(104,454)	MMB	Master Lease	G9R0165	104,453.87	Fleet - Master Lease 16 Principal and Interest 12.1.17 Billing	MS 16A.85
Admin	Fleet Service	G021903	(1,592,234)	MMB	Master Lease	G9R0165	1,592,233.70	Fleet - Master Lease 16 Principal and Interest 12.1.17 Billing	MS 16A.85
Admin	Other Misc Special Revenue	G021222	(4,643)	Admin	Other Misc Special Revenue	G021221	4,642.60	for In-House Legal Fees	MS 176.603
Admin	Other Misc Special Revenue	G021223	(248,074)	Admin	Other Misc Special Revenue	G021221	248,073.79	for In-House Legal Fees	MS 176.603
Admin	Plant Management	G021801	(65,375)	Admin	Other Misc Special Revenue	G021208	65,375.25	2nd Qtr XTA - to Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Plant Management	G021801	(83,889)	Admin	Other Misc Special Revenue	G021207	83,889.25	2nd Qtr XTA - to Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Plant Management	G021801	(2,294,967)	Admin	Other Misc Special Revenue	G021205	2,294,967.00	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(41,153)	Admin	Other Misc Special Revenue	G021205	41,153.25	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(2,294,967)	Admin	Other Misc Special Revenue	G021205	2,294,967.00	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(41,153)	Admin	Other Misc Special Revenue	G021205	41,153.25	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(142,551)	Admin	General	G021113	142,550.50	Lease Depreciation and Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(850,808)	Admin	General	G021113	850,808.25	Lease Depreciation and Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(142,551)	Admin	General	G021113	142,550.50	Lease Depreciation and Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(850,808)	Admin	General	G021113	850,808.25	Lease Depreciation and Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(325,978)	DOT	Trunk Highway	T790281	325,978.00	Lease Depreciation and Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(325,978)	DOT	Trunk Highway	T790281	325,978.00	Lease Depreciation and Interest	MS 16B, Sec 24, Subd 5D
Admin	Other Misc Special Revenue	G021205	(1,168,060)	MMB	Other Misc Special Revenue	G9R0017	1,168,060.13	Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Other Misc Special Revenue	G021205	(1,168,060)	MMB	Other Misc Special Revenue	G9R0017	1,168,060.13	Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Other Misc Special Revenue	G021223	(245,342)	Admin	Other Misc Special Revenue	G021221	245,342.23	for In-House Legal Fees	MS 176.603
Admin	Other Misc Special Revenue	G021222	(4,574)	Admin	Other Misc Special Revenue	G021221	4,574.28	for In-House Legal Fees	MS 176.603
Admin	Other Misc Special Revenue	G021223	(242,575)	Admin	Other Misc Special Revenue	G021221	242,574.65	for In-House Legal Fees	MS 176.603
Admin	Other Misc Special Revenue	G021222	(4,562)	Admin	Other Misc Special Revenue	G021221	4,561.58	for In-House Legal Fees	MS 176.603
Admin	Plant Management	G021801	(65,375)	Admin	Other Misc Special Revenue	G021208	65,375.25	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E

Transfer Out Agency	Transfer Out Fund Name	Transfer Out Appropriation ID	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In Approp ID	Transfer Out Amount	Purpose of Transfer	Legal Authority for Transfer
Admin	Plant Management	G021801	(83,889)	Admin	Other Misc Special Revenue	G021207	83,889.25	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Plant Management	G021801	(41,153)	Admin	Other Misc Special Revenue	G021205	41,153.25	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(2,294,967)	Admin	Other Misc Special Revenue	G021205	2,294,967.00	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(142,551)	Admin	General	G021113	142,550.50	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(850,808)	Admin	General	G021113	850,808.25	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(325,978)	DOT	Trunk Highway	T790281	325,978.00	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Other Misc Special Revenue	G021205	(1,168,060)	MMB	General	G9R0017	1,168,060.13	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Restricted Misc Special Revenue	G021203	(450,000)	Admin	Other Misc Special Revenue	G021206	450,000.00	Andersen Ramp Debt Service	MS 16B, Sec 58, Subd 5
Admin	Other Misc Special Revenue	G021223	(248,957)	Admin	Other Misc Special Revenue	G021221	248,956.65	for In-House Legal Fees	MS 176.603
Admin	Other Misc Special Revenue	G021222	(8,169)	Admin	Other Misc Special Revenue	G021221	8,169.28	for In-House Legal Fees	MS 176.603
Admin	General	G021143	(200,000)	OET	General	G467019	200,000.00	continuing work on North Highland contract	MS 16E.0466
Admin	Other Misc Special Revenue	G021222	(2,284)	Admin	Other Misc Special Revenue	G021221	2,284.32	or In-House Legal Fees	MS 176.603
Admin	Other Misc Special Revenue	G021223	(253,279)	Admin	Other Misc Special Revenue	G021221	253,278.94	or In-House Legal Fees	MS 176.603
Admin	Plant Management	G021801	(665,625)	MMB	Plant Management	G9Q8002	665,625.00	COPs Debt Service Payment, May	Chapter 77, Article 2, Section 78
Admin	Plant Management	G021801	(3,465,500)	MMB	Plant Management	G9Q8002	3,465,500.00	COPs Debt Service Payment, May	Chapter 77, Article 2, Section 78
Admin	Other Misc Special Revenue	G021223	(245,656)	Admin	Other Misc Special Revenue	G021221	245,656.38	for In-House Legal Fees	MS 176.603
Admin	Other Misc Special Revenue	G021222	(8,988)	Admin	Other Misc Special Revenue	G021221	8,988.43	for In-House Legal Fees	MS 176.603
Admin	Fleet Service	G021903	(864,782)	MMB	Master Lease	G9R0113	864,782.01	Master Lease 15 Program 6.1.18 billing	MS 16A.85
Admin	Fleet Service	G021903	(18,606)	MMB	Master Lease	G9R0113	18,605.57	Master Lease 15 Program 6.1.18 billing	MS 16A.85
Admin	Fleet Service	G021903	(4,850)	MMB	Master Lease	G9R0113	4,850.22	Master Lease 15 Program 6.1.18 billing	MS 16A.85
Admin	Fleet Service	G021903	(2,171,700)	MMB	Master Lease	G9R0165	2,171,700.20	Master Lease 15 Program 6.1.18 billing	MS 16A.85
Admin	Fleet Service	G021903	(135,492)	MMB	Master Lease	G9R0165	135,491.55	Master Lease 15 Program 6.1.18 billing	MS 16A.85
Admin	Fleet Service	G021903	(12,872)	MMB	Master Lease	G9R0188	12,872.45	Master Lease 15 Program 6.1.18 billing	MS 16A.85
Admin	Fleet Service	G021903	(62,794)	MMB	Master Lease	G9R0188	62,794.30	Master Lease 15 Program 6.1.18 billing	MS 16A.85
Admin	Restricted Misc Special Revenue	G021203	(150,000)	Admin	Other Misc Special Revenue	G021206	150,000.00	Andersen Ramp Debt Service	MS 16B, Sec 58, Subd 5
Admin	Restricted Misc Special Revenue	G021203	(991,250)	MMB	General	G9R0017	991,250.00	Andersen Ramp Debt Service	MS 16B, Sec 58, Subd 5
Admin	Plant Management	G021801	(83,889)	Admin	Other Misc Special Revenue	G021207	83,889.25	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Plant Management	G021801	(65,375)	Admin	Other Misc Special Revenue	G021208	65,375.25	Andersen/Freeman Building Replacement Funds	MS 16B, Sec 24, Subd 5E
Admin	Plant Management	G021801	(41,153)	Admin	Other Misc Special Revenue	G021205	41,153.25	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(2,294,967)	Admin	Other Misc Special Revenue	G021205	2,294,967.00	Facility Repair & Replacement for Building Depreciation and Bond Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(850,808)	Admin	General	G021113	850,808.25	Lease Depreciation and Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(142,551)	Admin	General	G021113	142,550.50	Lease Depreciation and Interest	MS 16B, Sec 24, Subd 5D
Admin	Plant Management	G021801	(325,978)	DOT	Trunk Highway	T790281	325,978.00	FMD-Lease	MS 16B, Sec 24, Subd 5D
Admin	Other Misc Special Revenue	G021205	(1,168,060)	MMB	General	G9R0017	1,168,060.11	May 2018 billings transfer	MS 16B, Sec 24, Subd 5D
Admin	Other Misc Special Revenue	G021223	(248,502)	Admin	Other Misc Special Revenue	G021221	248,501.59	May 2018 billings transfer	MS 176.603
Admin	Other Misc Special Revenue	G021222	(7,292)	Admin	Other Misc Special Revenue	G021221	7,291.75	May 2018 billings transfer	MS 176.603
Admin	Other Misc Special Revenue	G021223	(97,384)	Admin	Other Misc Special Revenue	G021221	97,384.42	May 2018 billings transfer	MS 176.603
Admin	Other Misc Special Revenue	G021222	(6,834)	Admin	Other Misc Special Revenue	G021221	6,833.97	May 2018 billings transfer	MS 176.603
Admin	Other Misc Special Revenue	G021223	(147,897)	Admin	Other Misc Special Revenue	G021221	147,896.78	May 2018 billings transfer	MS 176.603
Totals			(40,729,162)				40,729,162		

**Department of Administration**

FY 2018 Interagency Agreements and Service Level Agreements

October 15, 2018

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MN.IT	\$ 5,690,285	M.S. 16E.016	MN.IT provides enterprise IT services to Administration (Admin)	7/1/2017	FY18
Arts Board	\$ 189,350	M.S. 16B.35	To transfer funds for artwork at MN Veteran Home Building 22	5/8/2017	through 12/31/19
MMB	\$ 485,000	M.S. 471.59	To define roles/responsibilities related to SWIFT procurement team support activities	7/1/2017	FY18-19
MMB	\$ 209,361	M.S. 471.59	To govern the sharing of human resources services	3/17/2016	Ongoing
DNR and Education	\$ 189,882	M.S. 127A.353 M.S. 471.59	To define roles/responsibilities related to the School Trust Lands Director and activity	42,268	through 12/31/2020
DEED	\$ 162,000	M.S. 471.59	To transfers appropriation for grant to MN Film and TV Board	9/18/2017	Ongoing
Commerce	\$ 500,000	M.S. 471.59 M.S. 216B.241, subd. 1f	To provide and implement sustainable building guidelines and energy benchmarking legislation	6/14/2017	6/30/2018
Professional Educator Licensing Standards Board (PELSB)	\$ 109,000	M.S. 16B.371	Admin provides financial and human resources support to PELSB	9/1/2017	6/30/2019
Human Rights	\$ 102,000	M.S. 16B.371	Admin provides financial and human resources support to Human Rights	7/1/2017	6/30/2019
Pollution Control	\$ 200,000	M.S. 471.59	To transfer McKnight Foundation grant to fund development of a Sustainability Reporting Tool	2/15/2018	through 4/30/2018
Transportation	\$ 117,000	M.S. 16B.242 M.S. 471.59	To contribute toward Archibus system upgrade and improvements	6/21/2017	through 6/30/2019
<b>Total</b>	<b>\$ 7,953,878</b>				



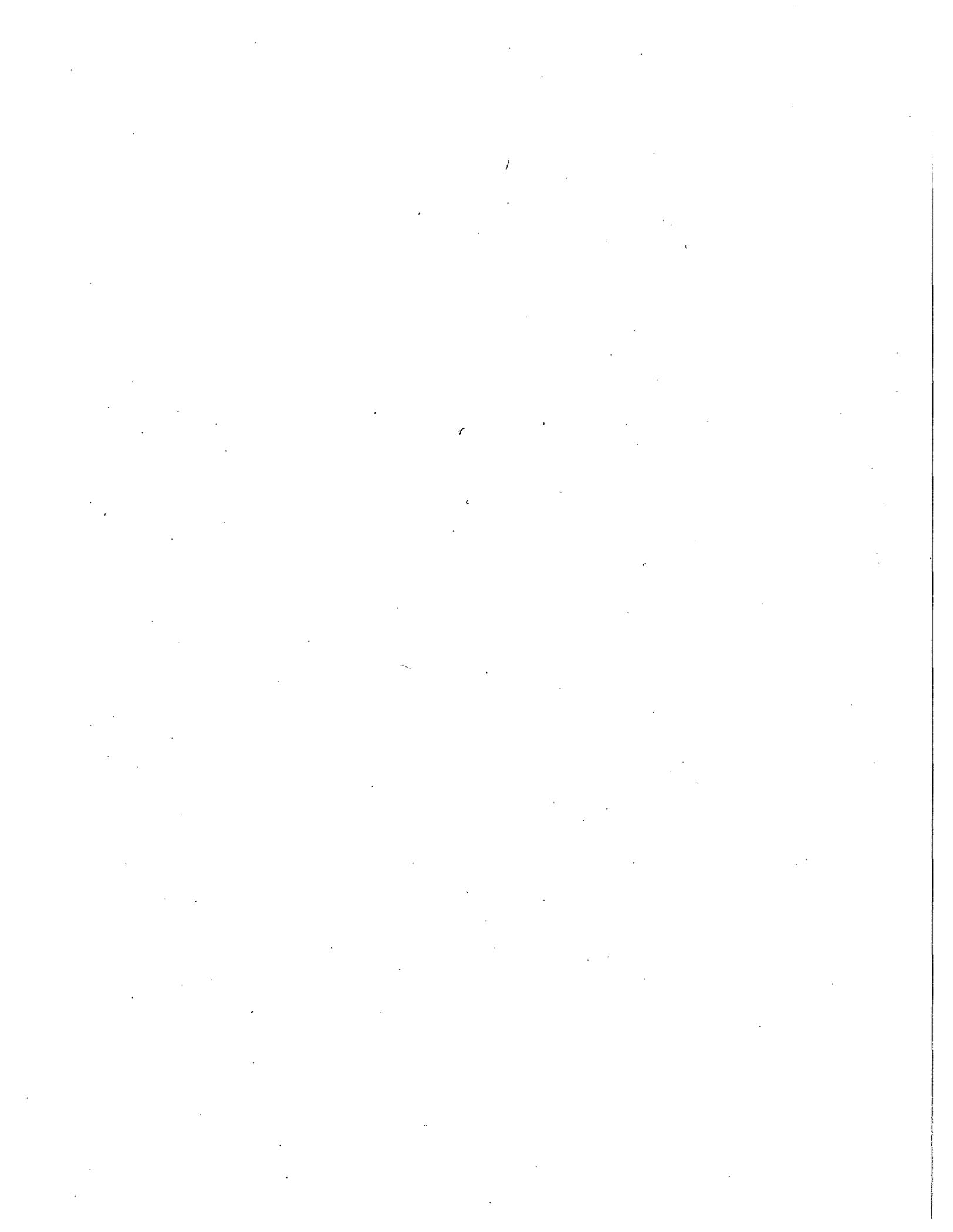
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# Comprehensive IT Service Level Agreement

in direct support of the  
Minnesota Department of Administration  
Business Operations

July 6, 2017

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# Service Agreement – General Terms

## Introduction

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The aim of this Agreement is to provide a basis for close cooperation between Minnesota IT Services (MNIT) and Agency, for support services to be provided by MNIT to the Agency, thereby ensuring that timely, cost effective and efficient support services are available to Agency end users.

The complete agreement consists of three parts:

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

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

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

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

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

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## Objectives of Service Level Agreements

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- To create an environment that is conducive to a cooperative relationship between MNIT and the Agency to ensure the effective support of end users who conduct state government business.
- To document the responsibilities of all parties taking part in the Agreement.
- To ensure that the Agency achieves the provision of a high quality of service for end users with the support of MNIT.
- To define the start of the Agreement and the process for reviewing it.
- To define in detail the services to be delivered by MNIT and the level of service and anticipated costs that can be expected by the Agency, thereby reducing the risk of misunderstandings.
- To provide a common understanding of service requirements/capabilities and the principals involved in the measurement of service levels/objectives.
- To provide the parties to the SLA a single, easily referenced document that addresses the objectives as listed above.

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## Review Process

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This Agreement will be reviewed no less frequently than every two years on a mutually agreed upon date, by the Agency and MNIT. The two year review will cover the legal portion of the SLA. To the extent reasonably necessary to meet the business needs of the Agency, the parties to this SLA agree to use best efforts to amend the SLA to change and update the Agreement to reflect the Agency's business needs.

## **Common Partnership**

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MNIT and the Agency will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services.

MNIT and the Agency will work collaboratively to meet the State's strategic direction and business needs. MNIT and the Agency agree to all terms, including as follows:

- In conjunction with state agencies and others stakeholders, MNIT will establish and maintain a formal governance process (Minnesota IT Governance Framework) that includes agency business participation and incorporates agency input into overall IT strategy and direction.
- All Agency IT employees are MNIT employees and report to the MNIT Chief Business Technology Officer (CBTO) assigned to the agency.
- MNIT's oversight authority includes, but is not limited to, IT planning activities, IT budget management, purchasing, policy development, policy implementation, and direction of MNIT employees. MNIT's oversight authority does not extend to the non-IT portions of the Agency's business operations.
- Pursuant to Minnesota Statutes section 16E.016, MNIT has the responsibility for provisioning, improvement, and development of all Agency IT systems and services as directed and delegated by MNIT to the Agency CBTO. In performing these duties, MNIT will take into consideration all of the Agency's concerns and requests, as reasonably required to address the Agency's business needs.

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## MNIT Services Roles and Responsibilities

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MNIT in combination with the Agency will work together to assure the best interest of the State and the Agency it supports.

MNIT is responsible for:

- Managing all IT strategic planning and establishing the State's IT direction in the form of policies, standards, guidelines and directives.
- Developing and determining delivery strategies for all executive branch state agency IT activity and services consistent with the IT governance.
- Managing IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs and legal restrictions and requirements on IT resources and IT resource funding.
- Performing human resources services for MNIT employees. MNIT Human Resources (HR) has authority with regard to IT related employment including, but not limited to, transactions, classification, compensation, staffing, labor relations, unemployment, workforce planning, recruitment, training, safety and investigations.
- Determining responsibility, role, and compensation for the Agency-based CBTO; creating a position description, completing performance appraisals of the Agency-based CBTO and implementing performance-related measures including performance management, in consultation with the Agency.
- Implementing and maintaining appropriate IT internal controls for all IT-related business. Additionally, setting information security policies and standards and overseeing the security of the State's executive branch information and telecommunications technology systems and services. MNIT is not responsible for maintaining internal controls for Agency non-IT related business.
- Developing and maintaining plans and procedures for the recovery of the State's executive branch critical information and telecommunications technology systems and services in case of system or service failure. MNIT will collaborate with executive branch state agencies to develop recovery strategies consistent with business priorities and timelines. MNIT will coordinate response and recovery activities with executive branch state agencies during a continuity incident, emergency or disaster. MNIT will also collaborate with executive branch state agencies on training, testing, and exercise activities to determine and improve the effectiveness of continuity plans and procedures.

- MNIT, through the CBTO, will work in good faith with the Agency Partner to comply with all applicable state and federal laws, rules and regulations that the agency identifies. MNIT will work with Agency to comply with the additional Agency-specific legal and/or regulatory, safety and security requirements and state standards. If the Agency is not currently in compliance then additional resources may be required to bring the Agency into compliance.
- Provide timely, accurate invoices to the Agency.

## **The Agency Roles and Responsibilities**

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In matters related to this SLA, the Agency is responsible for the following:

- Ensuring the CBTO is in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent.
- Including the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and works in partnership to ensure that the MNIT IT strategy supports the business needs of the Agency.
- Providing input to the State CIO on performance appraisals and performance management for the CBTO.
- Working with MNIT to perform a portion of the other administrative services and will partner with MNIT on the legislative functions, as needed and agreed upon by the parties to this SLA. (Specific services will be added to the local services section of this document.)
- Working in good faith with MNIT and the CBTO to comply with all applicable state and federal laws, rules, standards and regulations. If the Agency is not currently in compliance then additional resources may be required to bring the Agency into compliance.
- Process and pay in a timely manner all invoices to MNIT.
- Working with MNIT and the CBTO to adhere to the policies and procedures for requesting IT services, processes, tools, procedures and participating in IT project management methodologies.
- The Agency will collaborate with MNIT on MNIT's Asset Management and Inventory.
- The Agency is responsible for determining and communicating new service requirements to the CBTO based on program needs, including, but not limited to, changes in service volumes and IT projects, identifying funds for new services, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.

- The Agency will work with CBTO in providing necessary financial accounting services and purchasing for the Agency, providing regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, as well as fiscal operations and functions related to the CBTO and MNIT employees.
- Developing and maintaining a continuity of operations plan and procedures that include the Agency's business priorities and timelines and critical information and telecommunications technology system and service needs during a continuity incident, emergency, or disaster. The Agency will collaborate with MNIT to develop recovery strategies for critical systems and services needed to support business services. The Agency will coordinate response and recovery activities with MNIT during a continuity incident, emergency or disaster. The Agency will also collaborate with MNIT on training, testing, and exercise activities to determine and improve the effectiveness of continuity plans and procedures.
- Provide oversight, leadership, and direction for Agency information services investments and services by identifying, developing, and executing IT projects and ongoing operations.

## **The Chief Business Technology Officer Roles and Responsibilities**

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

- Hire and manage MNIT employees, in coordination with MNIT Human Resources.
- Represent the Agency's strategic IT direction, planning, business needs and priorities to MNIT.
- Assure that the Agency implements all MNIT IT policies, standards, guidelines, direction, strategies, and decisions in keeping within resource and budget constraints.
- Report directly to and be held accountable by MNIT for IT operational direction including, but not limited to, IT-related planning activities, purchasing, security, policy implementation and management of MNIT employees.
- The CBTO has the authority and responsibility to manage the Agency IT Budget, including the determination of service delivery strategies – adhering to applicable laws, and in consultation with the Agency.

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## Data Handling Roles and Responsibilities

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- The electronic agency partner's data that is housed on MNIT managed technology belongs to the agency partner and is subject to the agency partner's direction and control. MNIT is the custodian of the agency partner's electronic data. However, the State Chief Information Officer is not the responsible authority under the Data Practices Act for the agency's data that resides on MNIT managed technology equipment.
- Should MNIT receive a data request for agency data, MNIT will not produce the requested data. Instead, MNIT will alert the agency partner that a data request has been received.
- MNIT will respond to requests for MNIT data. Agency partners will alert MNIT that a data request has been received. Agency partners will not produce MNIT data as part of a data request.
- Should a request include agency data and MNIT data, MNIT and the agency partner will work together to appropriately respond to the request.
- Minnesota Statutes, Chapter 16E, requires the agency partner to share data, including not public agency data, with MNIT as necessary for MNIT to provide IT services and equipment to the agency. Sharing data as required by Chapter 16E, and in the manner prescribed in the Data Practices Act, does not affect the classification of any not public data shared with MNIT and is not intended to waive any privileges afforded to not public data under applicable law.
- In accordance with the Data Practices Act, MNIT will only access and use not public agency data that it is the custodian of in relation to a work assignment or project.
- Should MNIT or the agency partner become aware of a known or suspected security incident or potential breach of an Agency's data, each will promptly notify the other. MNIT will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional resources. The agency partner will be responsible for complying with the notice and regulatory requirements under Minnesota Statutes Chapter 13 and other applicable state and federal laws, rules and regulations for any breaches of agency data.

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## Budget Scope

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Agencies will budget for IT-related expenses in a collaborative process with the CBTO. Enterprise rate-based services and agency-based services provided by the CBTO will be billed directly to agencies.

MNIT will direct and delegate authority for agency-based service delivery to the CBTO, who will work with the Agency CFO to develop MNIT agency budgets for service optimization projects across the executive branch of government. MNIT will determine appropriate accounting processes to support agency payment of all MNIT bills, including but not limited to pre-defined budgets and agency-expenditure tracking requirements. The Agency and CBTO in collaboration ensure that all IT-related expenditures are accounted for, including but not limited to: MNIT employee expenses (salary, benefits, and other costs of employment), hardware, software, supplies, training, and administrative costs (all demarcated in governance-approved supporting documents, such as the "In/Out list"). The CBTO or his/her delegate approves all expenditures.

The Agency agrees to strive for smooth business interfaces with MNIT in regards to IT expenditures, billing, and timely bill payment. MNIT and Agency financial staff will collaborate on developing mutually agreeable terms for reporting expenses associated with specific Agency program areas.

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## Acceptance

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

For the departments, agencies, offices, councils, boards, commissions and other entities in the executive branch of Minnesota State government that are subject to IT Consolidation, the use of MNIT Services is required by the State Legislature, and a Service Level Agreement is a required part of that process.

Because a Service Level Agreement is required by the Legislature, an agency's use of the Information Technology services provided by MNIT constitutes acceptance by both parties of all terms in this Service Level Agreement. MNIT recognizes that providing Information Technology Services is most successfully done in close partnership with the Agency Partner, and encourages the Agency representative to memorialize that formal relationship by adding his or her signature to this document.

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## **Dispute Management**

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The parties agree to cooperate with each other in the performance of the duties and responsibilities under this SLA. Each party to this SLA will make every effort to avoid disputes by clearly documenting communication and engaging the applicable chain of command, as necessary. If the parties are unable to reach an agreement with respect to any dispute related to the services, terms and provisions of this SLA, the Agency's Primary Contact and the State's CIO will meet to determine further action.

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## **Liability**

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Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions, including lack of funding, of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

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## **Additional Provisions**

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

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## **Law to Govern**

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This Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

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## **Assignment**

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

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## Service Agreement – Projects and Services

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

### Projects

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#### Definitions:

- **Project:** a temporary endeavor undertaken to create a unique product, service or result. It has a start date, specific goals and conditions, defined responsibilities, a budget, a plan, and end date. Examples include but are not limited to, developing a new product or service, developing or acquiring a new or modified information system, upgrades, and releases.
- **IT Project:** an effort to acquire or produce information and telecommunications technology systems and services.
- **Total expected project cost:** direct staff costs, all supplemental contract staff and vendor costs, and costs of hardware and software development or purchase.

Projects can have multiple funding sources including:

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

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

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## Services

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There are 4 types of services available:

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

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

**Shared Services** are standard services that Executive Branch agencies may utilize to support their business operations. Alternatively, this type of service may also be provided on a single agency basis by MNIT @ Agency staff. Examples include: Database and Software As a Service (SAAS) Development and Support. These services have biennial enterprise rates approved by MMB and are uniform across all agencies that utilize the shared service.

**Center of Excellence Services** are services that Executive Branch agencies may utilize to support their business operations. Typically these services are provided by MNIT @ Agency staff to multiple agencies. Examples include: FileNet Document Management and Identity and Access Management (IAM) provided by MNIT @ DHS and used by a number of other agencies. These services have rates set by the service provider and approved by MMB and are uniform across all agencies that utilize the service.

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

A detailed description of each service, it's pricing and the delivery terms associated with that service may be found at:

<https://mn.gov/mnit/services/exec/>

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

## Delivered Services

### Enterprise Services Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>Database administration</u>	Database operational support	Database logical design Application support Dedicated host, license & maintenance costs	Fulltime support staff with access to the MNIT on premise and external cloud environments	Prod 7x24 On-call off hours and weekends Non-production 7am-5pm M-F
<u>Desktop Bundle</u>	<ul style="list-style-type: none"> <li>• Standard desktop, keyboard and mouse – replaced every 5 years.</li> <li>• Workstation management and protection package: antivirus, firewalls, security patching and encryption</li> <li>• Workstation support, including remote desktop and deskside support.</li> <li>• Inventory management of hardware and software</li> </ul>	<ul style="list-style-type: none"> <li>• Performance-upgraded desktop</li> <li>• Monitor(s)</li> <li>• Memory upgrade</li> <li>• Headset</li> <li>• Cameras (required to use all of the functionality of Skype for Business)</li> <li>• Local printer, if applicable for your agency</li> <li>• Ergonomic or wireless bundle                             <ul style="list-style-type: none"> <li>○ Ergonomic keyboard &amp; mouse</li> <li>○ Wireless keyboard &amp; mouse</li> </ul> </li> <li>• Programmable keyboard</li> <li>• Shorter refresh cycle (see details above)</li> </ul>	Fulltime Support staff for both online support and deskside support.	24/7/365 with following hours of support.  Tier 1 – M-F, 7AM to 5 PM.  Tier 2 – Daily 24/7

<p><b><u>Enterprise Software Bundle</u></b></p>	<p>Enterprise License</p> <ul style="list-style-type: none"> <li>• Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access</li> <li>• SharePoint access license</li> <li>• Skype for Business</li> <li>• Security awareness training</li> <li>• Access oversight and audit             <ul style="list-style-type: none"> <li>○ Physical access to Data Centers and data</li> <li>○ Data access security monitoring</li> <li>○ Web filtering</li> </ul> </li> </ul> <p>Kiosk License</p> <p>Microsoft Office 365, Kiosk User Office Online</p> <p>SharePoint access license</p> <p>Security awareness training</p> <p>Access oversight and audit</p> <ul style="list-style-type: none"> <li>○ Physical access to Data Centers and data</li> <li>○ Data access security monitoring</li> </ul>	<p>Agency specific software packages</p>	<p>Fulltime Support staff for both online support and deskside support.</p>	<p>Access to Foundational Services (Email, SharePoint and Skype) 24/7/365 from Microsoft</p> <p>Following hours of MNIT support.</p> <p>Email</p> <p>Tier 1 – M-F, 7AM to 5 PM.</p> <p>Tier 2 – Daily 24/7</p> <p>SharePoint and Skype</p> <p>M-F, 7AM-5PM</p>
<p><b><u>Hosting Services</u></b></p>	<p>Data Center Services and Support, physical and virtual server management and support</p>	<p>Customer application support</p>	<p>Fulltime Support staff and provided server equipment and infrastructure both on premise and in the cloud</p>	<p>24/7/365 expected infrastructure up time, 7am-5pm M-F on premise staff support with on call off hours and Sa&amp;Su</p>

<u>LAN</u>	Wired and wireless IP network connections within a location or campus	Wide area network (WAN) connections	MNIT owned and managed LAN devices	24x7
<u>Laptop Bundle</u>	<ul style="list-style-type: none"> <li>• Standard laptop, replaced every 4 years</li> <li>• Docking station, keyboard and mouse (replaced with laptop if necessary, monitor not included)</li> <li>• Workstation management and protection package: antivirus, firewalls, security patching and encryption</li> <li>• Workstation support, including remote desktop and deskside support.</li> <li>• Inventory management of hardware and software</li> </ul>	<ul style="list-style-type: none"> <li>• Performance-upgraded desktop</li> <li>• Monitor(s)</li> <li>• Memory upgrade</li> <li>• Headset</li> <li>• Cameras (required to use all of the functionality of Skype for Business)</li> <li>• Local printer, if applicable for your agency</li> <li>• Ergonomic or wireless bundle                             <ul style="list-style-type: none"> <li>○ Ergonomic keyboard &amp; mouse</li> <li>○ Wireless keyboard &amp; mouse</li> </ul> </li> <li>• Programmable keyboard</li> <li>• Shorter refresh cycle (see details above)</li> </ul>	Fulltime Support staff for both online support and deskside support.	24/7/365 with following hours of support.  Tier 1 – M-F, 7AM to 5 PM.  Tier 2 – Daily 24/7
<u>Middleware</u>	Middleware software and support	Customer application support  Database charges for MQ messaging  Dedicated host charges	Fulltime support staff with access to the MNIT on premise and external cloud environments.	Prod 7x24  On-call off hours and weekends  Non-production 7am-5pm M-F
<u>Mobile Device Management</u>	<ul style="list-style-type: none"> <li>• Help with device enrollment</li> <li>• Working with agency partners to establish security standards, feature</li> </ul>	<ul style="list-style-type: none"> <li>• Device procurement.</li> <li>• Initial setup is provided by agency partner or local MNIT Services Staff</li> </ul>	Level 1 – Service Desk	M-F, 7AM – 5PM

	restrictions and application testing <ul style="list-style-type: none"> <li>Monitoring devices for compliance with agency partner rules and operating system requirements</li> <li>Management of lost devices (wipe)</li> <li>Establishing retirement parameters</li> <li>Troubleshooting instructions and remote diagnostics</li> </ul>	<ul style="list-style-type: none"> <li>End user training</li> <li>Forced operating system updates.</li> <li>Cell carrier management</li> <li>Support for accessories</li> </ul>	Back office – Supported by MDM team.  Additional service provided by @agency MNIT personnel if needed.	
<b>Telephone</b>	Telephone service using state IP services or contracted traditional services	Cellular Phones	Dial tone to telephone handset	24x7
<b>WAN</b>	IP Network Connection	Applications running on the network	Managed circuits and WAN devices	24x7
<b>Web Management</b> <b>SDL Web (Tridion), Static Hosting, and Search</b>	Website development, design, hosting, search, and support	Customer application support  Optional: Quality Assurance website tool and Web Analytics	Fulltime support staff with access to the MNIT On-Premise and external cloud environments	Production availability 7x24x365

**Shared Services Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
None				

**Center of Excellence Services Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
<b><u>FileNet Electronic Document Management System (EDMS)</u></b>	Monthly user license	Data storage	Agency-specific web portal	High availability 24/7/365, excluding scheduled maintenance

**Local Services Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
<p><u>IT Leadership @ Admin</u></p>	<p>Manager for MNIT @ Admin application support employees. IT Contract Management.  Budget Management.  Manage contract / augmentation staff.  Back up Liaison to Enterprise teams  Review / propose new business processes when asked.</p>	<p>Application Support  Desktop Support</p>	<p>.5 FTE on site at Admin</p>	<p>M – F 8:30 – 5:00.  Half-time</p>
<p>Capitol Complex Facilities Automation Systems Support</p>	<p>Admin staff supervision  EBI 24/7 Operations  Application support</p>	<p>Mechanical or electrical system design or engineering  Physical security assessments  Project management related to electrical system design or engineering</p>	<p>Full time MN.IT System Supervisor</p>	<p>24/7/365  (ends 6/30/2017)</p>

<p><b>OSP / MMCAP Custom Applications, Web Server / Website, SQL Server / Databases</b></p>	<p>Custom Application Support: Admin Fees, Advertise SWIFT Solicitation Events, CIS, Decision Tree, PT Contracts, Vendor Manager, VFAdmin/PDFAdmin, Addendum Notification, ALP Certification</p> <p>Monitor, Maintain and Manage OSP/MMCAP Web Server/Website</p> <p>Monitor, Maintain and Manage OSP/MMCAP SQL Servers/Databases</p> <p>Monitor, Maintain and Manage Backups and Restores of OSP/MMCAP Servers and Data.</p> <p>Staff On-boarding and</p>	<p>Hardware/Network /Workstation set up or Network infrastructure management</p> <p>Desktop Support</p>	<p>Full-time MN IT Services Application &amp; Database Support position</p>	<p>OSP Business Hours: M-F, 7am-3:30pm</p>
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	Off-boarding duties related to database and web server permissions			
Administration MMCAP Application Support	<p>Application support</p> <p>Business Analyst Support</p> <p>Purchasing Mgt / CPRS</p> <p>Project Management, Contractor Mgt / Web Dev internal / external</p> <p>Manage MMCAP Website data content, as well as html code changes</p> <p>Liaison to Security office</p> <p>Ensure Application backups are performing as needed</p>	<p>Asset Mgt Hardware / Software / lifecycle hardware refresh</p> <p>Enterprise applications supported by the MN.IT helpdesk. For example: MS Office Suite, Outlook SharePoint, Lync</p> <p>On / Off boarding users</p> <p>Desktop Support</p>	On site employee full time.	<p>7:00 - 3:30pm</p> <p>M - F</p>
RECS Support Staff Placeholder (staff on military leave)				

<p><b>Enterprise Real Property Application - Archibus System</b></p>	<p>Facility Management Real Estate Portfolio Capital Planning (FCA) Space Planning Move Management Building Operations Asset Management System Admin Application Enhancement Application Support Project Management</p>	<p>-Infrastructure support  - DB admin</p>	<p>Full time MN.IT Application Support</p>	<p>8:00 AM – 4:30PM</p>
<p><b>Application Support for M5 Fleet Management System</b></p>	<p>User Training  System Upgrades  Create Custom Reports  Provide On demand reports  Data Integration between application systems  When enhancements</p>	<p>-Data entry  -Support for standard desktop applications, e.g. Microsoft Office, Adobe Acrobat, web browsers and application supported by MN.IT Enterprise teams, VPN email, etc.</p>	<p>-2 Full time MNIT application support staff.  Support will be provided by phone, remote assistance or desk-side.</p>	<p>Monday-Friday 8:00am – 4:30pm</p>

	or programming bugs occur work through issues with Assetworks			
<p><b>MinnBid Application Support</b></p> <p><b>Live Auction Computer Support</b></p>	<p>Liaison between vendor and technical staff.</p> <p>Set up computer systems for auction program.</p> <p>Testing software updates</p> <p>Training</p> <p>Prepare items for auction: Write descriptions, take photos</p> <p>Product research/price comparison</p> <p>Live auction support</p>	<p>server maintenance</p> <p>software development</p> <p>Database management</p>	<p>Support will be provided by phone, remote assistance or desk-side support.</p>	<p>Monday through Friday 8:00 am to 4:30 pm.</p> <p>Overtime and weekends as needed.</p>





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## Service Agreement – Performance Metrics

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

### Performance Metrics

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There are multiple types of metrics available:

- Project Portfolio and Status Reports
- Security Risk Score (contains NOT PUBLIC security information)
- Application Portfolio Health

CBTOs may provide other metrics as needed.

**Project Portfolio and Status Reports** are updated weekly/monthly and reflect the current state and performance metrics (time, budget, scope, quality) of each project. Each project is documented in the MNIT Enterprise Project Management Office (ePMO) project and program management system.

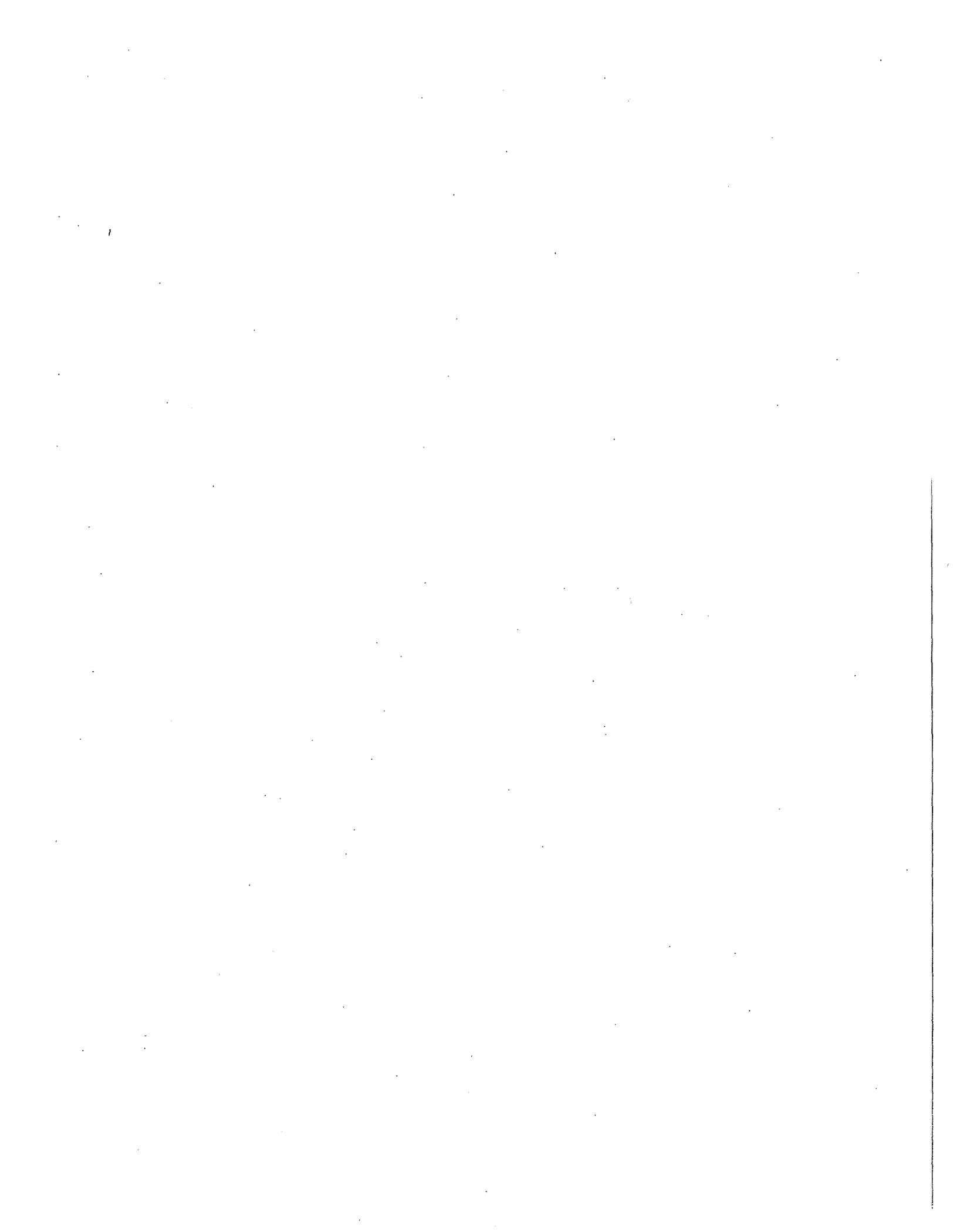
**Security Risk Scorecard** measures a number of key metrics and security controls for an agency yielding a numeric score on 8 separate subject areas:

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

**Application Portfolio Health** is an overall view of an agencies group of business applications and their relative scores that measure technical health and business value.

Each of these metrics is documented within its system of record and are incorporated by reference in this SLA.

Additional metrics may be added over time.



**Revision Date 6/1/2017**

## Executive Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
<u>IT Leadership @ Admin</u>	<ul style="list-style-type: none"> <li>• Manager for MNIT @ Admin application support employees.</li> <li>• IT Contract Management</li> <li>• Budget Management</li> <li>• Manage contract / augmentation staff.</li> <li>• Back up Liaison to Enterprise teams</li> <li>• Review / propose new business processes when asked.</li> </ul>	Application Support  Desktop Support	.5 FTE on site at Admin	M – F 8:30 – 5:00.  Half-time

## Service Name: I.T. Leadership @ Admin

### Description

Provide I.T. Leadership to Department of Administration with .5 FTE. Serve as manager for @ Admin I.T. staff. Provide help and input into strategic direction for IT. Help execute IT projects and initiatives. Help with service issues, troubleshooting and coordination with Enterprise service teams.

## **What systems or services are supported?**

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- Manager of the following positions
  - Application Support Lead (agency app support)
  - MMCAP Application support staff
  - OSP Application/DB support staff
  - Archibus Application Support staff
  - Minnbid Application Support staff
  - Fleet Management (M5) Application Support staff – 1
  - Fleet Management (M5) Application Support staff – 2
  - EBI Application Support staff
  - RECS/PWA Application Support staff
- Support IT procurement
- Help contract for PM/BA staff augmentation services.
- Agency I.T. budget support.
- Oversee projects being executed.
- Participate on some project teams.
- Help various divisions align IT spend with the whole agency.
- Participate in the Business Technology Development Team (BTDT).
- Troubleshoot service issues as needed.

## **What services are NOT included?**

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- Desktop support/Helpdesk
- Application support – Dedicated App support staff are for this.

## **How will the service be delivered?**

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- In person, on site and remotely.

## **What are the hours of operation and how to get support?**

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- I.T. Director is usually in the office M-F 8:30 am – 5:00 pm. Only 50% of his time is allocated to Admin work.

## **What will the response time be?**

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- As soon as practical.

### **What are the business responsibilities?**

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- Give direction on priorities.
- Communicate issues in a timely fashion.

### **When will regular maintenance be performed?**

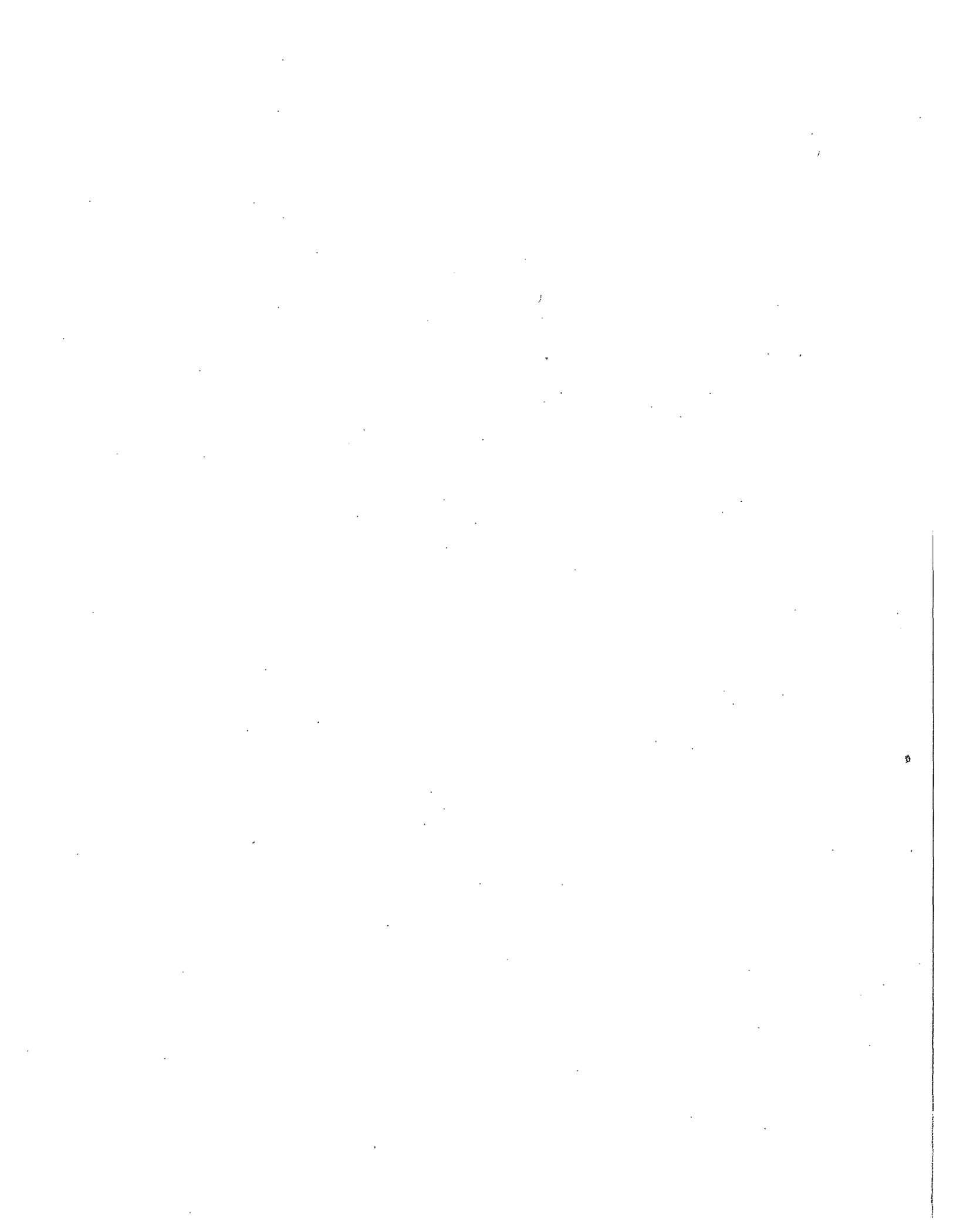
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- NA

### **Change Management Process/Termination**

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- Consult with the CBTO



**Revision Date 6/1/2017**

## Executive Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
Capitol Complex Facilities Automation Systems Support	<ul style="list-style-type: none"> <li>- Admin staff supervision</li> <li>- EBI 24/7 Operations</li> <li>- Application support</li> </ul>	<ul style="list-style-type: none"> <li>- Mechanical or electrical system design or engineering</li> <li>- Physical security assessments</li> <li>- Project management related to electrical system design or engineering</li> </ul>	Full time MN.IT System Supervisor	24/7/365

## Service Name – Capitol Complex Facilities Management Automation Systems Support

### Description

Provide support and operation for the Capitol Complex integrated environmental, fire alarm, access control, security camera, utility metering, emergency intercom and lighting control systems including hardware, software and networking (LAN/WAN).

### What systems or services are supported?

Applications listed in the department's application inventory. The following table lists primary applications in the department.

	Application Name	Description	Division
1.	Honeywell Enterprise Building Integrator (EBI)	Building Management software integrating and controlling automation, fire alarm, and security/access control	FMD

2.	Bosch Video Management System (BVMS)	Security camera digital video management system	FMD
3.	Schneider Electric Power Management Expert (PME)	Power monitoring and energy management	FMD
4.	AlphaPro	Stentofon Alphacom emergency intercom system	FMD
5.	Crestron Lighting	Lighting control software	FMD
6.	KeyTrak	Key management software	FMD

### **What services are included?**

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- Admin staff supervision (Interagency Agreement governs)
- Training one Admin staff on IT duties for backup and succession planning
- Daily operation of all applications
- Configuration of all applications
- Plan and oversee application upgrades
- Tactical and strategic planning related to all applications
- Consulting and problem solving on all application
- Providing access to data on request
- Partnering with application vendors and contractors
- Insuring all IT infrastructure needs are in place to support applications

### **What services are NOT included?**

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- Desktop support not directly related to a supported application
- Mechanical or electrical system design or engineering
- Physical security assessments
- Project management related to electrical system design or engineering

- Backup or secondary staffing for System Supervisor. Temporary arrangement for Admin staff to perform this function ends 6/30/2017. Intend to add understudy position on 7/1/2017.

### **How will the service be delivered?**

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- MN.IT System Supervisor
  - Located on site in the Admin Building during regular business hours
  - On-call availability (share with one Admin staff member) 24/7 via phone, remote system access and on-site as necessary. Ends 6/30/2017.

### **What are the hours of operation and how to get support?**

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- 24/7/365
- Contact System Supervisor, IT Director or CBTO directly

### **What will the response time be?**

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See chart below

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	System failure that impacts life, safety, or real property.	Fire detection system outage.	15 mins	1 hour or best effort.
Priority 2 High	System issue that impacts multiple buildings and/or large groups of people and severely impacts the ability to conduct business operations.	Building access control outage.	30 mins	3 hours or best effort.
Priority 3 Med	System issue that impacts a single building or an individual/small group of people and has a comfort/convenience impact only.  Routine Requests.	Door badge reader out of order (single door). Temperature controls not functioning.  Add a new user to the system.	4 Hour	8 hours or best effort.
Priority 4 Low	System issue that can be deferred or scheduled while working on higher level items without a significant impact to operations.	Installation of a new security camera or intercom.	24 Hours	2-5 business days without impacting other priorities.

### What are the business responsibilities?

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- Report problems and concerns in a timely fashion
- Prioritize work load. Balancing business priorities against IT resources
- Internal and external communications related to operations
- Securing and making funding decisions

## **When will regular maintenance be performed?**

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- As schedule with the Facilities Management Division. As much notice as possible will be given.

## **Change Management Process/Termination**

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- Contact CBTO.



**Revision Date 6/1/2017**

**Executive Summary**

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

## **Service Name: Administration – OSP/MMCAP Applications, Web Server/Website, SQL Server/Databases**

### **Description**

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Provide Application Support to the MN Department of Administration/Office of State Procurement (OSP)/Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) in the Monitoring, Maintaining and Management of Custom Applications, Web Server/Website, SQL Servers/Databases and OSP/MMCAP staff requests/issues related to the defined systems and applications.

### **What systems or services are supported?**

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- OSP Custom Applications: Admin Fees, Advertise SWIFT Solicitation Events, CIS, Decision Tree, PT Contracts, Vendor Manager, VFAdmin/PDFAdmin, Addendum Notification, ALP Certification
- OSP/MMCAP Web Server/Website
- OSP/MMCAP SQL Servers/Databases
- Backups and Restores of all OSP/MMCAP servers and data

### **What services are included?**

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- Monitor, maintain and manage server and software for the OSP/MMCAP web server/website and OSP/MMCAP SQL Servers/Databases at a level that provides robust delivery of the OSP/MMCAP website 24/7/365.
- Monitor and maintain a valid daily backup of the OSP/MMCAP web server/website and file servers that results in the retention and available restoration of the data for 30 days. Monitor, maintain and manage a valid daily backup and data management plan for the OSP/MMCAP SQL server(s)/database(s) that results in the retention and available restoration of the data for 30 days. Restore data as requested or needed from backup media/systems of all OSP/MMCAP servers.
- Monitor, maintain and manage the backend database server/software/data that is used to store and deliver data to the OSP/MMCAP web server/website and OSP/MMCAP Custom Applications.
- Monitor and maintain the security and integrity of the OSP/MMCAP web server/website and OSP/MMCAP data/databases.
- Fulfill valid requests from authorized users for changes/deletions/additions to the OSP/MMCAP/MMCAP website pages/website content/data/documents, valid requests for ad hoc reports/queries/data edits using the data maintained by the data systems within OSP/MMCAP.

## **What services are NOT included?**

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- Hardware/Network/Workstation Configuration and Installation with the exception of the web server/website software and SQL Servers software and system configuration
- Desktop support
- Backup staffing for the single MN.IT staff in this position

## **How will the service be delivered?**

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- 1 Full-time MN IT Services Application & Database Support position

## **What are the hours of operation and how to get support?**

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- OSP Business hours: M-F, 7am–3:30pm
- See MN.IT staff or submit MN.IT Mail ticket

## What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	OSP/MMCAP Website or SQL Server is offline/unavailable or compromised	OSP/MMCAP web server/SQL server is down or OSP website/SQL server has been compromised	Within 15 minutes of reported incident or ASAP	Within 1 to 24 hours
Priority 2 High	OSP/MMCAP Website page(s) or database(s) are not displaying the correct information or data, specifically where the info/data is of the high/critical type or mandated by law or MN Legislature	Solicitation advertisement/posting incorrect or missing	Within 1 hour of reported incident or ASAP	Within 1 to 24 hours
Priority 3 Med	OSP/MMCAP Website page(s) or database(s) not displaying or displaying incorrect information, specifically where the info/data is Not of the high/critical type	Spelling error or Incorrect information on one or more OSP/MMCAP web pages	Within 1 day of reported incident or ASAP	Within 1 to 48 hours
Priority 4 Low	Request for non-critical Content change. Request for non-critical query results or report on stored data. Request for non-critical IT support related to supported applications.	Request to change or add content to the OSP/MMCAP website	Within 1 day of request	Within 1 week of request

## What are the business responsibilities?

- Maintain content and data where business staff is able to. Make requests in a timely manner so there is enough time to fulfill the request.

## **When will regular maintenance be performed?**

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- Daily incremental and weekly full backups. Daily and weekly predetermined maintenance processes run on SQL databases. Critical Operating System updates within 30 days of release.

## **Change Management Process/Termination**

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- Contact CBTO



**Revision Date 6/1/2017**

**Executive Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
Administration MMCAP Application Support	Application support  Business Analyst Support  Purchasing Mgt /CPRS  Project Management, Contractor Mgt / Web Dev internal / external  Manage MMCAPs Website data content, as well as html code changes  Liaison to Security office  Ensure Application backups are performing as needed	Asset Mgt Hardware / Software / lifecycle hardware refresh  Enterprise applications supported by the MN.IT helpdesk. For example: MS Office Suite, Outlook SharePoint, Lync  On / Off boarding users  Desktop Support	On site employee full time.	7:00 - 3:30pm  M - F

## **Service Name: Department of Administration - MMCAP Application Support**

### **Description**

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Provide application support services for MMCAP.

### **What systems or services are supported?**

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Admin/OSP/MMCAP's business applications including GPO & CMS.

### **What services are included?**

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- Daily operations of applications.
- Consulting on application related issues with agency.
- Business Analyst gather business requirements partnering with agency team to provide proper information to plan, execute and oversee application implementations.
- Financial funding requirements supplied to management for approval. Gather financial requirements partnering with agency management, contracted vendors to provide proper quote information to plan, execute and oversee financial processes to purchase/deploy requested application software.
- Project Mgt function initiating, planning, executing, controlling, and implementing the deployment of applications to meet business criteria.
- Provide guidance in obtaining technical contractor support when appropriate, using state contract guidelines, such as ASAP.IT, SITE Contracts. Then partner with agency to provide that proper business needs are met, including BA, Project Mgt and fiscal requirements.

### **What services are NOT included?**

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- Security Issues managed by MN.IT security team, including Malware risk, mitigation, risk, and application posture to be exploited.
- Asset Mgt Hardware / Software / User On / Off boarding
- Backup staffing for the single MN.IT staff in this position

## **How will the service be delivered?**

---

MN.IT employee either at agency or via remote network connection.

## **What are the hours of operation and how to get support?**

---

7:00am-3:30pm M-F

Contact IT Director

Work directly with assigned MN.IT staff

### What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	Server/VM Server failure/down or resource unavailable	Disk space shortage User connection	15 mins	ASAP/Best effort 1 hour
Priority 2 High	Server issue	Network/power outage	30 min	ASAP/Best effort 3 hours
Priority 3 Med	Agency supported application	MMCAP-GPO MMCAP CMS	1 hour	ASAP/Best effort 4 hours
Priority 4 Low	Enterprise support that can be deferred to the MN.IT helpdesk	Outlook/Word/excel	24 hours 4 hr	ASAP/Best Effort without
				ASAP/Best effort priorities 1-3 days
Priority 4 Low	CPRS: Finance Mgt		1-3 days	ASAP/Best Effort

### What are the business responsibilities?

Notify MN.IT via MN.IT Help desk or local designated admin contact when support is needed.

Help provide input to prioritize IT resource workload.

## **When will regular maintenance be performed?**

---

On site at the Admin Building during regular business hours when support is needed. Coordinated with the business to choose acceptable support windows.

Automated server maintenance performed between midnight and 6 am.

## **Change Management Process/Termination**

---

Discuss requests with application support staff and/or IT Director/CBTO



**Revision Date 06/01/2017**

**Executive Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
Enterprise Real Property Application - Archibus System	<ul style="list-style-type: none"> <li>• Facility Management               <ul style="list-style-type: none"> <li>○ Real Estate Portfolio</li> <li>○ Capital Planning (FCA)</li> <li>○ Space Planning</li> <li>○ Move Management</li> <li>○ Building Operations</li> <li>○ Asset Management</li> <li>○ System Admin</li> </ul> </li> <li>• Application Enhancement</li> <li>• Application Support</li> <li>• Project Management</li> </ul>	<ul style="list-style-type: none"> <li>-Infrastructure support</li> <li>- DB admin</li> </ul>	Full time MN.IT Application Support	8:00 AM – 4:30PM

**Service Name: Enterprise Real Property – Archibus System**

**Description**

Provide management, development, and support for the Enterprise Real Property Archibus Application

**What systems or services are supported?**

- Archibus Web Central Application
- Archibus Desktop Clients
- Archibus Smart Client
- Archibus Mobile Framework
- AutoCAD and Autodesk
- Crystal Reports
- RecrystalizePro
- AutoCAD Overlay

- AutoCAD/Revit Smart Client Extension

## **What services are included?**

---

- Application Development
- Bug Fixes
- Daily application operations
- Customizing and Enhancing the application
- Creating Crystal Reports
- Development Database for the Real Property App
- Providing Users Accounts management in the application
- Resource access management for agency users
- Project management
- Planning and implementing application Upgrades
- Working with DB and Infrastructure teams for deployments and resolving issues
- Partnering with application vendors and Contractors
- Training Users
- Work on application resource and budget
- Testing
- New Implementations
- Terminal Servers User Accounts Management

## **What services are NOT included?**

---

- Infrastructure, Database and Middleware support
- General Desktop Support
- Archibus Work Requests
- Security Management
- Database/App Backup
- Hosting Support
- Disaster Recovery (DR) planning

## **How will the service be delivered?**

---

- MN.IT Application Developer and Support  
Located on site in the Admin Building during regular business hours

Non business hours scheduled in advance.

## What are the hours of operation and how to get support?

---

- 8:00AM - 4:30PM
- Contact Program Manager (Jedd Prokash)
- Email requests
- Archibus Work Requests

## What will the response time be?

---

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	Application down that impacts entire application for all agencies	Application down Database Down	1 Hour	2 Hour
Priority 2 High	Application/Data Issues that impacts multiple users and/agencies	Multiple Modules Issue	4 Hour	8 Hour
Priority 3 Med	Application/Data Issue that impact one agency	One module issue	8 Hour	24 Hour
Priority 4 Low	A user is having issue	One user is down	24 Hour	Effort with Impacting priorities 1-3 days

## What are the business responsibilities?

---

- Work Assignments
- Prioritizing work load. Balancing application issues, enhancements and customization

## **When will regular maintenance be performed?**

---

- As needed and new updates become available
- Maintenance/updates will be coordinated with the business during acceptable windows
- Application Downtime schedule for maintenance 11:00PM – 2:00AM

## **Change Management Process/Termination**

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- Contact Enterprise Real Property program management.
- Contact IT Director/CBTO

Revision Date 06/01/2017

### Executive Summary

Service	Included	NOT included	Delivery Method	Hours of Operation
Application Support for M5 Fleet Management System	<ul style="list-style-type: none"> <li>- User Training</li> <li>- System Upgrades</li> <li>- Create Custom Reports</li> <li>- Provide On demand reports</li> <li>- Data Integration between application systems</li> <li>- When enhancements or programming bugs occur work through issues with Assetworks</li> </ul>	<ul style="list-style-type: none"> <li>-Data entry</li> <li>-Support for standard desktop applications, e.g. Microsoft Office, Adobe Acrobat, web browsers and application supported by MN.IT Enterprise teams, VPN email, etc.</li> </ul>	<p>-2 Full time MNIT application support staff.</p> <p>Support will be provided by phone, remote assistance or desk-side.</p>	<p>Monday-Friday</p> <p>8:00am – 4:30pm</p>

## Service Name: Department of Administration – M5 Fleet Management Application System

### Description

Provide Fleet Services administrative support and business operation for Fleet Management system and integrated systems including fuel, vehicle maintenance, telematics and asset management.

## What systems or services are supported?

---

- Rate Calculator
- Voyager Fuel Vendor
- ARI vehicle maintenance 3<sup>rd</sup> party vendor
- SWIFT – statewide asset management system connection to Fleet systems. Ensure all leased vehicles are tracked in SWIFT system from when the vehicle is purchased to when it is sold or disposed of.
- M5 Fleet Management System
- Telematics – Network Fleet Management System. Tracks vehicle diagnostics, meters and GPS location.

## What services are included?

---

- Daily, monthly, quarterly, annually and on demand operation support of all applications
- Configuration of M5 Fleet Management application
- Plan and oversee application upgrades
- Tactical and strategic planning related to M5 Fleet Management application
- Consulting and problem solving on all applications
- Providing access to data on request
- Create dashboards by user roles
- Maintain user security access
- Providing custom reports that can be ran on demand by the user
- Partnering with application vendors and contractors. Liaison between user and the vendor when enhancements or bug fixes are needed.
- Insuring all IT infrastructure needs are in place to support applications (liaison to Enterprise support teams)
- Training users on M5 Fleet Management application
- Provide user training documentation
- Provide application system documentation
- Supporting DPS, DNR and Combined Agencies for leased and owned vehicles
- Provide custom enterprise wide reports

## What services are NOT included?

---

- Making business decisions
- Customizing M5 Fleet Management Application system
- Supporting DOT users because they are part of a separate instance of M5

- Desktop support not directly related to a supported application
- Support provided by MN.IT Enterprise teams, e.g., Network, database, storage, server.

## **How will the service be delivered?**

---

- MN.IT 2 full time application support staff
  - Located on site in the Fleet Services, Arden Hills, MN building during regular business hours. M-F 8am-4:30pm

## **What are the hours of operation and how to get support?**

---

- Regular business hours are Monday-Friday 8am-4:30pm
- Application is available unless down for maintenance
- Contact IT Director if support is needed outside of regular business hours

## What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	System failure that keeps business from operating critical systems, or system event that exposes private data to unauthorized individuals.	Most if not all, users are unable to access an application due to lost internet connection.	15 minutes	ASAP/Best Effort – 1 hour
Priority 2 High	Application event that is limited to a module, or portion of the application's overall functionality. It affects a significant portion of the application users, but not all.	Fleet Services users are not able to run billing module in M5 but the remaining M5 functionality is still operational.	30 minutes	ASAP/Best Effort – 3 hours
Priority 3 Med	Application event that affects normal operation for a user(s), but a work around is available and business efficiency is not greatly impacted.  Routine Requests.	Billing adjustment interface is not functioning. Users manually enter billing adjustments into M5.	4 hours	ASAP/Best Effort – 8 hours
Priority 4 Low	Application issue that has only a minor impact on business processes, fulfilling business expectations is not impacted. Upgrade to application that is not a major change.	Upgrade to application that streamlines a process, but is not a major version change.	24 hours	ASAP/Best Effort – without impacting priorities  1-3 days

## What are the business responsibilities?

- Report problems and concerns in a timely fashion
- Provide input to prioritize work load for IT staff. Balancing business priorities against IT resources

- Internal and external communications related to operations
- Securing and making funding decisions

### **When will regular maintenance be performed?**

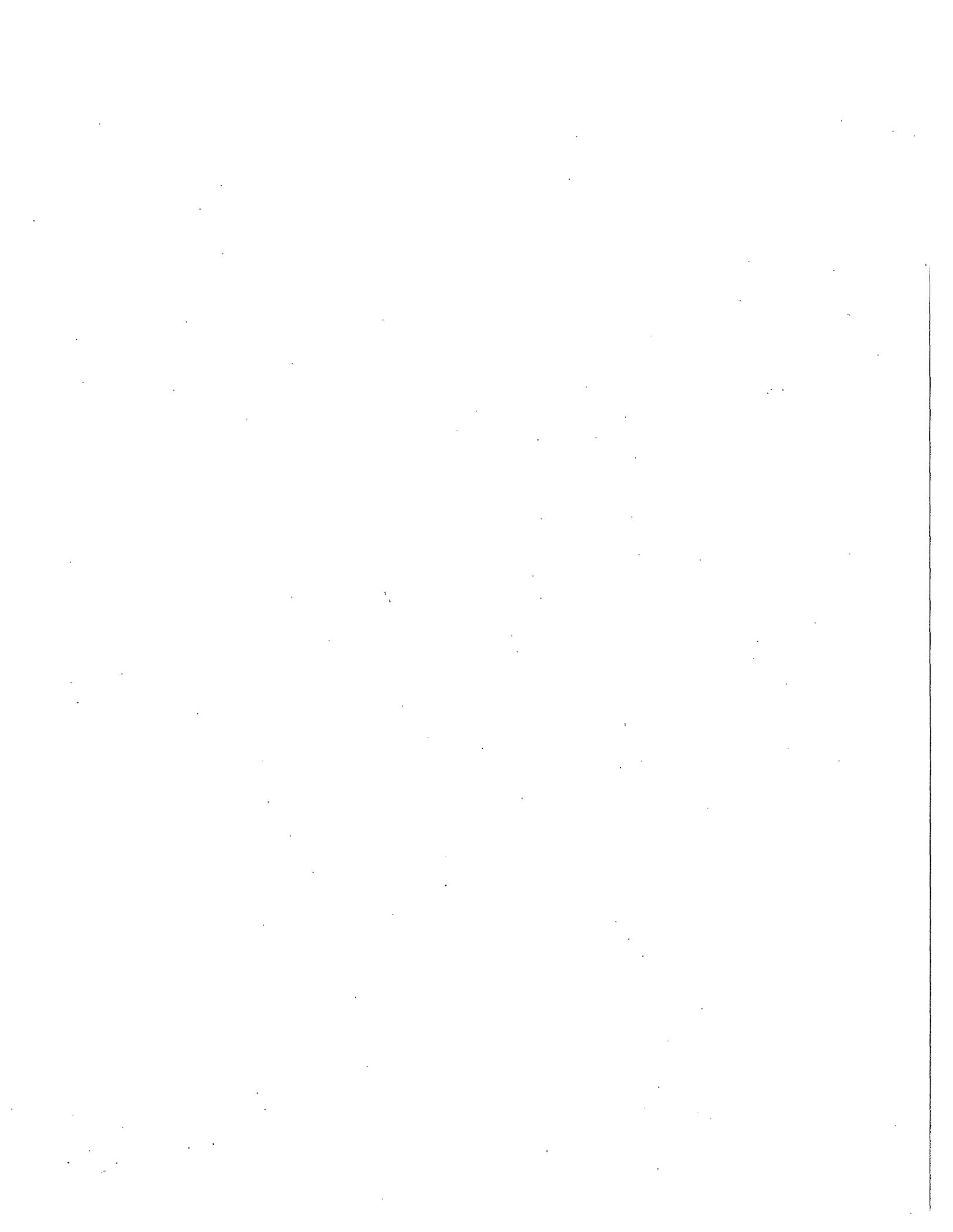
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- As scheduled with the MNIT. As much notice as possible will be given. This largely depends on frequency of application updates and whether or not these updates are deemed critical by either the software vendor or the business.

### **Change Management Process/Termination**

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- Contact CBTO/IT Director.



**Revision Date 6/1/2017**

**Executive Summary**

Service	Included	NOT included	Delivery Method	Hours of Operation
MinnBid Application Support  Live Auction Computer Support	Liaison between vendor and technical staff.  Set up computer systems for auction program.  Testing software updates  Training  Prepare items for auction: Write descriptions, take photos  Product research/price comparison  Live auction support	Server maintenance  Software development  Database management	Support will be provided by phone, remote assistance or desk-side support.	Monday through Friday 8:00 am to 4:30 pm.  Overtime and weekends as needed.

**Service Name: Department of Administration – State Auction Program**

**Description**

Assist in the design, development, and implementation of surplus property management system. Provide support for the state auction program software system including; coordinating software updates, training agency users, provide agencies sales reports, manage all online auctions, provide support to online auction bidders. Set up computers for live auctions. Prepare live and online auction lots including writing descriptions, taking photos, data entry and assigning lots. Provide expertise, training, analysis, and guidance to maintain critical applications.

## **What systems or services are supported?**

---

- MinnBid Online Auctions
- MinnBid Live Auction Program
- Maintain FSS website

## **What services are included?**

---

- Manage Software Updates
- MinnBid Online Auctions
  - Train agency users
  - Manage online auction lots
  - Write descriptions/take photos of lots
  - Provide reporting to selling agencies
  - Provide support/training to agency users
  - Provide support/training to public bidders
- Live Auction Program
  - Write lot descriptions/take photos
  - Assign lots
  - Set up live auction computers hardware
  - Provide support/training to Auctioneer/vendor staff

## **What services are NOT included?**

---

- Server Maintenance
- Database management
- Desktop Support
- Receiving auction payments

## **How will the service be delivered?**

---

- 1 MN.IT FTE located on site at Department of Administration – Surplus, in Arden Hills
- Support will be provided by phone, remote assistance or desk-side support.
- Various live auction locations around the state

## What are the hours of operation and how to get support?

- Monday through Friday, 8:00 am to 4:30 pm.
- Over time and weekends as needed.

## What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	System Failure	MinnBid System is not accessible	5 Min	ASAP
Priority 2 High	System Fixes	Online auction system not working properly	8 Hours	ASAP/Best effort 1 day
Priority 3 Med	NA			
Priority 4 Low	System Updates	New updates from vendor need to be applied.	48 Hours	ASAP/Best effort without impacting priorities 1-2 business days.

## What are the business responsibilities?

- Take payments for auction lots.
- Funding recommended application and resources needed to support it.

## **When will regular maintenance be performed?**

---

- Scheduled will be determined with business application owners. This largely depends on frequency of application updates and whether or not these updates are deemed critical by either the software developer or the business.

## **Change Management Process/Termination**

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- Contact I.T. Director

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Administration, Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155-1489 ("Admin"), the Minnesota Department of Veterans Affairs ("MDVA"), 5101 Minnehaha Avenue South, Minneapolis, MN 55417-1699, and the Minnesota State Arts Board, Park Square Court, Suite 200, 400 Sibley Street, St. Paul, MN 55101-1928 ("Arts Board").

### Recitals

1. Under Minn. Stat. §16B.35 the Legislature authorized works of art to be acquired for public buildings.
2. Under a Delegation of Authority from the Department of Administration the Arts Board is authorized to implement Minn. Stat. §16B.35 through the Minnesota Percent for Art in Public Places program.
3. Under Minn. Stat. §129D.04, subdivision 5 the Arts Board is authorized to enter in to contracts.
4. This agreement will be governed by all applicable federal and state code, statutes, laws, rules, and polices.
5. Admin and MDVA are in need of design, fabrication, and installation of a permanent, site-specific public artwork ("Artwork") at the location ("Work Site") identified in Article 3 of this agreement.
6. MDVA is the Custodial Agency which controls the building or site where the Artwork will be installed and is responsible for stewardship of the Artwork.

### Agreement

1. **Term of Agreement**
  - 1.1 **Effective date:** April 1, 2017, or the date all required signatures have been obtained under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
  - 1.2 **Expiration date:** December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
2. **Scope of Work**
  - 2.1 **Duties of Admin and MDVA:**
    - (1) **Transfer of Funds.** Transfer the funds necessary to commission or purchase Artwork in capital improvement projects as directed and authorized by Minn. Stat. §16B.35.
    - (2) **Site Selection Committee.** Provide 2 (two) to 3 (three) representatives of the residents, users, and architect of the building to serve on the site selection committee for the project in accordance with Minn. R. 1900.2210, subpart 6, item B. The purchase or commission of Artwork recommended by the site selection committee is subject to final approval by the Arts Board.
    - (3) **Design Inclusion and Plan Review.** Make available all pertinent information regarding the intended site of the Artwork, and where appropriate, direct its professional consultants (i.e. architects, engineers, landscape architects, and other design professionals) to work with the Contractor(s) selected for the project.
    - (4) **Stewardship of Artwork.** Upon successful installation of the Artwork, MDVA shall incorporate routine and special routine maintenance of the Artwork into the preventive maintenance schedule within the Enterprise Real Property System and shall be responsible for protecting the Artwork against loss, theft, vandalism, or other damage; and funding all necessary conservation or restoration of the Artwork, subject to availability of funding for that purpose.

## 2.2 Duties of the Arts Board:

- (1) **Project Deliverables.** In consultation with the site selection committee, provide Admin and MDVA with Artwork to fulfill the requirements of Minn. Stat. §16B.35. Upon successful completion of the Artwork, provide a copy of the Detailed Artwork Report provided by the Contractor selected for the project to Admin and MDVA. The Detailed Artwork Report is a written technical description of the Artwork, including a comprehensive list of all materials used in the creation of the Artwork, record drawings of the Artwork and its components, and a schedule for routine maintenance and, if applicable, special routine maintenance of the Artwork.
- (2) **Site Selection Committee.** Recruit and appoint 2 (two) to 3 (three) members of the site selection committee that have expertise in the fields specified in Minn. R. 1900.2210, subpart 6, item B.
- (3) **Project Management.** Provide the personnel necessary to direct the site selection committee and facilitate the Artwork acquisition process; write, distribute, collect and assemble submissions, and give technical assistance for requests for qualifications or requests for proposals for the project; and oversee completion and installation of the Artwork commissioned or purchased for the project.
- (4) **Contracting and Payments.** Obtain approval for, execute, and negotiate contracts between the State of Minnesota, the Custodial Agency, the Arts Board, and the artist or artists (Contractor) selected for the project. Provide the Custodial Agency a copy of the fully executed contract for the project. Promptly pay the Contractor, upon receipt of an itemized invoice for services actually performed.

## 3. Consideration and Payment

- 3.1 **Consideration.** This article specifies the Work Site(s), and the amount to be transferred to the Arts Board for the project. The total obligation of the Custodial Agency for all compensation to the Arts Board for the project under this agreement is an amount not to exceed \$189,350.00 (one hundred eighty-nine thousand three hundred fifty and no/100 dollars). Through this agreement, Admin is authorized to transfer the funds for the project eligible under Minn. Stat. §16B.35 to the Arts Board in accordance with the procedures established by the Commissioner of Finance. Up to 10% of the total amount for the project may be used by the Arts Board for administrative expenses. The Arts Board reserves the right to not begin the Artwork acquisition process until a final dollar amount has been determined for the project and that amount has been transferred to the Arts Board.
- 3.2 **Unused Funds.** If the funds specified in item 3.1 of this agreement are not used to purchase or commission Artwork for the site designated in item 3.3 of this agreement, and for related allowable administrative expenses, the unexpended portion must be transferred back to Admin within 90 days of completion of installation of the artwork.
- 3.3 **Work Site and Custodial Agency.** The Work Site for the project authorized by Minn. Stat. §16B.35 is identified below.

Work Site: **Minnesota Veterans Home, Building 22**  
Laws of Minnesota 2013, chapter 136, section 4  
5101 Minnehaha Avenue South, Minneapolis, MN, 55417-1699

## 4. Transfer of Title

MDVA, Admin and the Arts Board agree that the title to all Artwork acquired through this agreement belongs to the State of Minnesota, and that MDVA assumes responsibility for its stewardship. Stewardship includes protecting the Artwork against loss, theft, vandalism, or other damage; routine and special routine maintenance of the Artwork; and funding all necessary conservation or restoration of the Artwork, subject

to availability of funding for that purpose.

5. **Authorized Representatives**

Admin's Authorized Representative is Mr. Wayne Waslaski, Director, Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155-1489, telephone number (651) 201-2548, or his successor. If Admin's Authorized Representative changes at any time during this agreement, Admin must immediately notify the Arts Board and MDVA.

The Arts Board's Authorized Representative is Ms. Susanne K. Gens, Executive Director, Minnesota State Arts Board, Park Square Court, Suite 200, 400 Sibley Street, St. Paul, MN 55101-1928, telephone number (651) 215-1600, or her successor. If the Arts Board's Authorized Representative changes at any time during this agreement, the Arts Board must immediately notify Admin and MDVA.

MDVA's Authorized Representative is Mr. Thomas Paul, Assistant Administrator, Minnesota Department of Veterans Affairs, 5101 Minnehaha Avenue South, Minneapolis, MN 55417-1699, telephone number (612) 548-5968 or his successor. If MDVA's Authorized Representative changes at any time during this agreement, MDVA must immediately notify Admin and the Arts Board.

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. **Publicity and Endorsement**

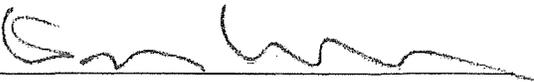
Any publicity regarding the subject matter of this agreement must identify MDVA as the Custodial Agency and must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Arts Board individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this agreement.

9. **Termination of Agreement / Cancellation or Suspension of Projects**

This agreement may be terminated, for any reason, by either party, upon 10 days' written notice to the other party. Custodial Agency may not terminate the agreement, and subsequently pursue the commission or purchase of artwork without Arts Board oversight of the project.

If some portion of the project has been completed, prior to termination of the agreement, the Arts Board will retain sufficient funds to cover administrative costs expended on the project, and the Contractor will be entitled to payment for services satisfactorily performed. MDVA, Admin and the Arts Board are not obligated to pay for any services that are provided after notice and effective date of termination.

**1. REAL ESTATE & CONSTRUCTION SERVICES**

By:   
Title: Senior Director  
Date: 5-8-17

**2. MINNESOTA STATE ARTS BOARD**

By: Susan K. Gese  
Title: Executive Director  
Date: 2017-05-08

**3. MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**1. REAL ESTATE & CONSTRUCTION SERVICES**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. MINNESOTA STATE ARTS BOARD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

By: Thomas Paul

Title: Asst. Adm.

Date: 5-8-17



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**Agreement**

**1 Term of Agreement**

1.1 *Effective date:* July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

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

**2 Scope of Work**

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

**3 Consideration and Payment**

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

The compensation costs will be charged to the following MMB funding string: Fund 2001, Agency G10, Org#G1031400, Appr G100017. The total obligation (which may include vacation and sick payouts for separating employees) shall not exceed \$485,000 for FY18 and \$500,000 for FY19. Admin is responsible for managing positions and vacancies within this cap.

**4 Authorized Representatives**

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

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

**5 Amendments**

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

**6 Liability**

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

**7 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_ N/A \_\_\_\_\_

Date: \_\_\_\_\_ N/A \_\_\_\_\_

**2. Minnesota Department of Administration**

By: Elizabeth Hawke  
(with delegated authority)

Title: CPO

Date: 6/30/17

**3. Minnesota Management and Budget**

By: Cindy Farrell  
(with delegated authority)

Title: Assistant Commissioner

Date: 6/20/17

# MMB – Admin Interagency Agreement

## Exhibit A

### General:

This interagency agreement defines the responsibilities and scope of work expected of the parties with an emphasis on the procurement system support team and the operational relationship between MMB and Admin in their providing this support.

By statute, the commissioner of administration is responsible for state agency procurement, including policies, procedures and standards applicable to all acquisition activities. Nothing in this interagency agreement limits that authority.

Some key characteristics of the Procurement System Support Team (Procurement Team) organization are as follows:

1. The Procurement Team has the primary responsibility for supporting the statewide procurement functions of SWIFT. They also function as an integral part of the statewide SWIFT system support organization.
2. The ERP Steering Committee is responsible for oversight, setting direction and establishing the priorities for the SWIFT System Support organizations including the Procurement Team. The ERP Steering Committee is composed of representatives of the three sponsoring agencies: Minnesota Management and Budget, the Department of Administration, and MN.IT Services.
3. The Office of State Procurement (OSP) of the Department of Administration is responsible for providing procurement representation to the Customer Advisory Group consisting of Cabinet level agencies. The Customer Advisory Group meets as needed and represents the statewide user community. MMD is expected to provide guidance on proposed new policies or procedures that might impact the procurement areas of SWIFT and/or provide recommendations for future improvements.
4. The Procurement Team is responsible for providing statewide support to all state agencies in their use of the SWIFT procurement applications.
5. All members of the Procurement Team will reside in the offices of MMB located in the Centennial Office Building (COB), St. Paul. MMB will provide work space, equipment and supplies for the SWIFT procurement Team working in the COB.

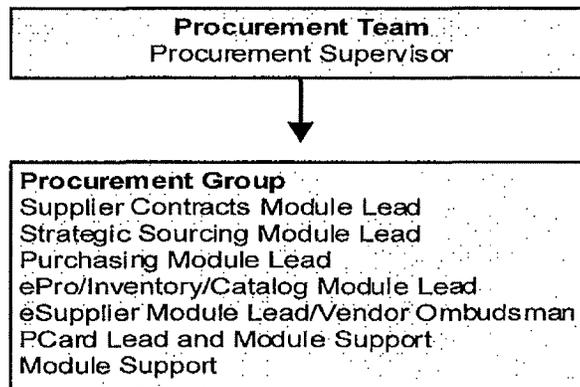
## **Procurement Functional Team:**

The Procurement Team is a major system support team with responsibility for ensuring that SWIFT supports the centralized and agency procurement business processes. The Procurement Team will be led by a SWIFT Procurement Team Supervisor and includes a team of resources experienced in the use of the Oracle/PeopleSoft procurement modules and business processes. The Procurement Team collaborates with all other System Support teams and the various Procurement user groups.

The Procurement Team is also expected to participate in continuous improvement and recurring maintenance projects such as Oracle/PeopleSoft application and image upgrades.

## **Procurement Organization:**

The Procurement Team structure has an authorized headcount of eight members including the SWIFT Procurement Team Supervisor. The following is a graphic representation of the organizational structure.



## **Procurement Team Responsibilities:**

The Procurement Team is expected to provide SWIFT support for the following activities on an as needed basis:

1. Administer the following procurement module configurations as required:
  - Catalog Management Configuration
  - eProcurement Configuration
  - eSupplier Configuration
  - Inventory Configuration
  - Purchasing Configuration
  - Strategic Sourcing Configuration
  - Supplier Contracts Configuration
  - UNSPC Codes

The SWIFT Procurement Team is responsible for creating and maintaining document template infrastructures (including configurators, wizards, rules, question groups, etc). The team also builds the initial clause language used in documents, but state agencies, including Admin, will be responsible for updating and maintaining that language once it is in the system. The Procurement Team provides training, guidance, and troubleshooting for agencies maintaining clauses.

2. Provide statewide functional support for the Procurement Modules by maintaining internal expertise capable of answering procurement questions, creating procurement Quick Reference Guides, supporting classroom materials development and content delivery, and responding to “level two” help desk cases in the following areas:
  - Catalog Management Transaction Processing
  - eProcurement Transaction Processing
  - eSupplier Transaction Processing
  - Inventory Transaction Processing
  - Purchasing Transaction Processing
  - Strategic Sourcing Transaction Processing
  - Supplier Contracts Transaction Processing
3. Identify, review and approve business requirements for statewide procurement query and reporting. Applies to queries and reports from the source system (FSCM) and the EPM data warehouse (OBIEE). Requires approval of the design but not the actual construction

of the following source system and EPM queries and reports which is a responsibility of the technical teams:

- Standard System Queries against the source system or EPM's OBIEE.
  - OBIEE standardized public reports. Does not include user created private reports from OBIEE
4. Review and/or recommend changes to proposed central agency policies and procedures that may impact the Statewide ERP Systems procurement modules. This review will be primarily required of policies or procedures from the three central sponsoring agencies but may also include input from the Customer Advisory Group. The three central sponsoring agencies are:
    - Minnesota Management and Budget
    - Department of Administration
    - MN.IT Services
  5. Identify procurement related data retention criteria and provide technical staff with guidance on what data to eliminate, retain, or archive.
  6. Work with other SWIFT cross module teams as appropriate to recommend future improvements to the procurement modules, provide an assessment of the value of those improvements to the state agencies, and present them to the ERP Steering Committee for approval and prioritization.
  7. The Procurement Team will respond to requests from agencies, the Office of Legislative Audit, Legislative staff, etc. for procurement related information on a time available or priority basis as determined by the ERP Steering Committee. Responses can include special data requests, cost assessments of proposed procurement related system or policy changes, status updates, etc.
  8. For any requests requiring a system change, the Procurement Team will manage the cost estimation determination by working with the impacted areas such as MN.IT Services. Once this assessment is completed and it results in a system or policy change recommendation the Procurement Team will present their recommendation to the ERP Steering Committee for approval prior to proceeding with any development or implementation.
  9. Define requirements and provide support for the functional testing of planned procurement changes to the SWIFT applications. This would include specific module changes or the more global changes such as an implementation of version or image upgrades.
  10. Approve procurement related production code migrations in accordance with existing MN.IT Services standards after completion of appropriate user acceptance testing.
  11. Participate in and support the activities of the Customer Advisory Group on an as needed basis.

12. Participate in the following Statewide User Groups:

- OSP Procurement Coordinators Group
- OSP Professional and Technical Coordinators Group
- OSP Acquisitions Group
- Office of Grants Management Grant Coordinators Group
- Oracle Public Sector User Group (PSUG)
- Midwest Oracle User Group (MOUG)

13. The Procurement Team is expected to collaborate with other System Support teams to complete both continuous improvement and production support tasks.

### **Procurement Team Reporting Structure**

Members of the Procurement Team are employees of the Department of Administration/OSP. Each Procurement Team position is a full time position with occasional on-call responsibilities and is managed by the Procurement Team Supervisor who will report to OSP. S/he will coordinate team work assignments with the ERP Director. The ERP Director reports to the MMB Assistant Commissioner of Enterprise Communications and Planning and receives his/her direction from the ERP Steering Committee.



MMB - Admin Interagency Agreement - SWIFT Procurement Support  
 Procurement Team - Projected Costs/Responsibilities - Exhibit B

Employee Name	Position number	Position	Salary 2018	Fringe 2018	Total Projected Cost 2018	Salary 2019	Fringe 2019	Total Projected Cost 2019
Dave Smith	01000271	SPA Dir/21K	\$88,982	\$19,693	\$108,675	\$88,982	\$20,195	\$109,177
Jane Ramstad	01000301	AcqMgtSpec/15L	\$73,855	\$17,704	\$91,559	\$76,423	\$18,544	\$94,967
Ed Schuebel	00606770	AcqMgtSpec/15L	\$80,371	\$31,689	\$112,060	\$80,371	\$33,017	\$113,388
Angie Brandt	01108987	SPASenior/10L	\$59,359	\$15,715	\$75,074	\$61,384	\$16,478	\$77,862
Karen Potvin	01110295	SPA/5L	\$53,347	\$28,052	\$81,399	\$55,162	\$29,614	\$84,776
<b>MMB Funded</b>			<b>\$355,914</b>	<b>\$112,853</b>	<b>\$468,767</b>	<b>\$362,322</b>	<b>\$117,848</b>	<b>\$480,170</b>
Ed Chromey	01116240	AcqMgtSpecSr/18L	\$89,710	\$20,120	\$109,830	\$89,710	\$20,644	\$110,354
Kim Baldwin	01116241	AcqMgtSpecSr/18L	\$86,359	\$19,348	\$105,707	\$89,710	\$20,291	\$110,001
Roger Bachcus	00007590	AcqMgtSpec/15L	\$80,371	\$31,606	\$111,977	\$80,371	\$32,929	\$113,300
<b>Admin Funded</b>			<b>\$256,440</b>	<b>\$71,074</b>	<b>\$327,514</b>	<b>\$259,791</b>	<b>\$73,864</b>	<b>\$333,655</b>
<b>Total</b>			<b>\$612,354</b>	<b>\$183,927</b>	<b>\$796,281</b>	<b>\$622,113</b>	<b>\$191,712</b>	<b>\$813,825</b>



**STATE OF MINNESOTA  
INTERAGENCY  
AGREEMENT**

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

**1. Term of Agreement**

1.1 Effective date: This agreement will be effective on March 17, 2016 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Continuous effect: This agreement will remain in effect unless amended or terminated by the parties pursuant to the terms of this agreement.

1.3 Termination: This agreement may be terminated by the Authorized Representative of either party by giving written notice of termination at least 90 days prior to the effective date of the termination.

**2. Scope of Work**

This agreement is to enable Admin and MMB to share the services of a human resources office and coordinate human resources support for the operations of each agency by sharing the cost of a human resources director and other costs of the human resources office. The employees in this shared human resources office will be employees of the Department of Administration. The transition of any MMB employee to Admin employees as a result of this agreement will occur sometime prior to December 31, 2016.

**3. Goals of this Agreement**

The goals of this agreement are to:

Provide each agency with strong human resources leadership by hiring a human resources director in a higher classification than either agency could justify on its own.

Ensure each agency's leadership teams have access to the necessary advice, support, and strategic guidance to achieve its mission.

Allow the two agencies to ensure adequate staffing capacity to meet needs.

Coordinate efforts to provide specialized expertise and advanced strategic priorities, such as employee engagement, professional development, performance management, workforce planning, labor relations and other specialized areas.

Promote strong working partnerships among the human resources office and each agency's divisions, by maintaining ongoing communications and close working relationships with each agency's leadership, managers and supervisors.

Continually assess each agency's requirements for human resources support and recommend changes in staffing levels and other support to meet business needs. If a staffing increase is authorized, the Authorized Representatives will agree on position funding.

**4. Consideration and Payment**

In consideration for the scope of work identified in section 2 of this agreement, MMB agrees to:

- Directly pay a portion of the payroll expenses of the human resources director position. The funding is to be based on FTE counts in the Budget Planning and Analysis System (BPAS). Each agency will fund its relative share. For fiscal year 2016 MMB will fund 35% and Admin will fund 65%.
- Directly pay a portion of payroll expenses for human resources staff based upon an assessment of the estimated time required to provide services. Attached to this agreement are the percentages that will become effective for the payroll period closest to the start of this agreement. The human resources director monitors and if needed, makes recommendations to change these percentages to the Authorized Representatives. The Authorized Representatives must approve the changes prior to implementation.

For FY16, each agency will continue to pay their current human resource operating expenses. For FY17 and beyond, the agencies' Chief Financial Officers will review and determine how to share operating expenses equitably and in a manner that is efficient.

The human resources director will establish and monitor performance to ensure that each agency is receiving support commensurate with the resources each agency is contributing to the agreement.

#### 5. Conditions of Payment

This agreement must be performed to the mutual satisfaction of the parties. Issues and concerns related to the agreement should be put in writing to the respective Authorized Representative.

The HR director or Authorized Representatives may propose changes in the cost share agreement annually or if the work of the agencies changes as a result of reorganization, new powers and duties or other significant changes in work, so that the parties can remain confident of the appropriateness and mutual benefits of the agreement.

#### 6. Authorized Representative

MMB's Authorized Representative is Eric Hallstrom, Deputy Commissioner, Minnesota Management and Budget, Centennial Office Building, St. Paul, MN 55155, 651.201.8010, or his successor.

Admin's Authorized Representative is Lenora Madigan, Deputy Commissioner, Department of Administration, 200 Admin Building, St. Paul, MN 55155, 651.201.2563, or her successor.

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

#### 7. Supervision

The HR director will report to Admin's Authorized Representative. The HR director will meet regularly with MMB's Authorized Representative on an ongoing basis to manage the delivery of human resources services to MMB. The human resources director and staff must serve the best interests of each agency independently.

Any human resources director performance reviews conducted by Admin will be shared with MMB's Authorized Representative, and Admin will provide MMB with an opportunity to give input and make recommendations. Each agency Authorized Representative agrees to promptly share with each other any complaints made against the HR director. Any complaints or performance

concerns regarding the human resources director will be addressed in coordination with MMB, and Admin will consider recommendations provided by MMB before corrective actions or discipline are imposed. If warranted, complaints will be investigated promptly. Any costs related to investigations of complaints against the human resources director will be shared equally between the agencies.

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

8. Amendments

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

9. Liability

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

10. Data

Admin and MMB agree to comply with the Minnesota Government Data Practices Act ("MGDPA") as it applies to all data collected, created, received, maintained or disseminated in accordance with this agreement.

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

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

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

1. Department of Administration

By: Lenora Madigan  
Title: Deputy Commissioner  
(With delegated authority)

Date: 3.17.16

2. Minnesota Management and Budget

By: [Signature]  
Title: Deputy Commissioner  
(With delegated authority)

Date: 3/17/2016

**MMB - Admin Shared HR Office**  
**HR Position Funding as of 3.17.16**

<b>Position</b>	<b>HR staff:</b>	<b>Admin/SMART</b>	<b>MMB</b>	<b>Total</b>
HR Director 1	Bisser	75.00%	25.00%	100.00%
HR Specialist 1	Fenlon	70.00%	30.00%	100.00%
HR Supervisor 2	Gaynor	67.00%	33.00%	100.00%
OAS Intermediate	Johnston	80.00%	20.00%	100.00%
HR Technician 2	Kloster	65.00%	35.00%	100.00%
HR Specialist 3	Austin	100.00%	0.00%	100.00%
HR Consultant 2	Rios	70.00%	30.00%	100.00%
Account Clerk - Payroll	Sar	100.00%	0.00%	100.00%
HR Specialist 2	Segelstrom	100.00%	0.00%	100.00%
HR Director 4	Vacant	65.00%	35.00%	100.00%
Student Worker Para Prof	Gomez	75.00%	25.00%	100.00%
HR Technician 2	Melzarek	70.00%	30.00%	100.00%
Safety Administrator	Kamm	95.00%	5.00%	100.00%
HR Specialist 3	Siegel	0.00%	100.00%	100.00%
		1032.00%	368.00%	1400.00%

**STATE OF MINNESOTA  
MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding is between the Department of Education (MDE), Department of Natural Resources (DNR) and the Department of Administration (Admin).

1. **Whereas** Per M.S. 127A.353, the School Trust Lands Director (hereafter Director) is appointed by the Governor for a term to expire on December 31, 2020. The position serves in the unclassified service and may employ up to five employees in the unclassified service, within the limitations of the appropriated funding. The Governor may remove the Director for cause. To facilitate the daily responsibilities of the position, the Director's office will be located at the DNR headquarters.
2. **Whereas** Creation of the Director position in M.S. 127A.353 is intended to provide more transparency on management of school trust lands, to provide more visibility regarding the purpose of those lands, and to generate more revenue from these lands for the School Trust Fund.
3. **Whereas** DNR hired a School Trust Lands Administrator to oversee internal DNR school trust responsibilities. In August 2013, DNR and Admin entered into an agreement for DNR to perform the responsibilities of the Director and ensure that the intent of M.S. 127A.351 and 127A.353 were met in the absence of an appropriation.
4. **Whereas** Funding was appropriated to the Commissioner of Administration for the Director for the Fiscal Years 2016 and 2017.
5. **Whereas** The Governor appointed a Director on September 8, 2015. Support of this position will require the cooperation of the three named agencies due to the structure of the authorizing statute, appropriation, and practical working needs of the office.
6. **Whereas** M.S. 127A.353 requires the commissioner [MDE] to provide the Director with human resources, payroll, accounting, procurement, and other similar administrative services. (Delivery of these services is outlined in Sections 10-12 of this agreement.)
7. **Term of the Agreement.** This agreement is valid through December 31, 2020, or earlier if funding is not appropriated.
8. **Scope of Work.** Through this agreement, the commissioners of education, natural resources and administration intend to provide the Director the space and the administrative support functions envisioned by law, and in consultation with the Governor's Office, managerial oversight, in an efficient and cost effective manner that meets the goals of transparency, visibility and revenue growth for the School Trust Fund.
9. **Annual Work Plan.** Prior to the start of each fiscal year, the three commissioners and a representative of the Governor's Office will meet with the Director to develop and approve an annual work plan. The work plan will include priorities for funding and any necessary legislative

initiatives intended to support additional long-term revenue generation from school trust lands. The Director will convene additional meetings as needed.

**10. Duties – Department of Natural Resources.** DNR agrees to:

- a. Provide satisfactory office space and administrative services outlined in M.S. 127A.353, Subd. 1 to the Director and his or her staff (if any);
- b. A collaborative working relationship with the Director and his or her staff (if any) including access to the information and resources necessary to perform the duties outlined in M.S. 127A.353.
- c. Invoice Admin for supplies and expenses including space as well as administrative services outlined in M.S. 127A.353. Administrative support costs shall be billed at an equivalent rate to the department's shared services costs.

**11. Agreement – Department of Education.** MDE agrees to:

- a. Provide the necessary data and working relationships to ensure that the Director and staff (if any) have the understanding of education needs in relation to the trust lands.

**12. Agreement – Department of Administration.** Admin agrees to:

- a. Based on the confirmation of the Director regarding provision of appropriate space and support services, Admin will pay quarterly invoices provided by DNR up to the amount appropriated by the legislature for:
  - i. Reimbursement of costs associated with direct costs including office space, supplies, fleet, and other direct costs as well as administrative services outlined in M.S. 127A.353 Subd. 1.
  - ii. Projects and initiatives recommended by the Director and approved by the three commissioners and the Governor's Office intended to improve long-term revenue generation of school trust lands.
- b. Provide funding information to DNR and the Director in order for payroll costs to be charged to the School Trust Lands appropriations.
- c. Provide alternate office accommodation should the Director, with the Governor's approval, determine that such a move better ensures the independence and functionality of the position.

**Department of Administration**

**Department of Education**

**Department of Natural Resources**

  
Matthew Massman  
Commissioner

  
Brenda Cassellius  
Commissioner

  
Tom Langwehr  
Commissioner

Date: 09/21/15

Date: 09/21/15

Date: 9/21/15

## INTERAGENCY AGREEMENT BETWEEN DEED AND ADMIN FOR TRANSFER OF FUNDS RELATING TO THE MINNESOTA FILM AND TV BOARD

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THIS INTERAGENCY FUNDS TRANSFER AGREEMENT ("Agreement") is between the Minnesota Department of Administration ("Admin") and the Minnesota Department of Employment and Economic Development ("DEED").

### RECITALS

1. This Agreement sets forth the terms and conditions in which Admin will transfer funds to DEED that were appropriated to Admin for a transfer to the Minnesota Film and TV Board.
2. Laws of Minnesota 2017, Chapter 94, Article 1, Section 2, Subdivision 2, paragraphs (i), appropriates \$163,000 in each year of the 2018-2019 biennium to DEED for the Minnesota Film and TV Board.
3. Laws of Minnesota 2017, Chapter 94, Article 1, Section 2, Subdivision 2, paragraph (j), appropriates \$500,000 in each year of the 2018-2019 biennium to the DEED for a grant to the Minnesota Film and TV Board for the film production jobs program under Minnesota Statutes, section 116U.26. The appropriation is available until June 30, 2021.
4. Laws of Minnesota 2017, 1<sup>st</sup> Spec. Sess. Chapter 4, Article 1, Section 11, Subdivision 4, paragraph (h), appropriates \$162,000 in each year of the 2018-2019 biennium to Admin for a transfer to the Minnesota Film and TV Board.
5. In order to most effectively administer the funds described in Recitals 2, 3, and 4, Admin and DEED have determined that a single agency should administer all three appropriations to the Minnesota Film and TV Board. In light of that determination, Admin will transfer the funds described in Recital 4 to DEED and DEED will provide the administration needed for the appropriations to the Minnesota Film and TV Board.

### AGREEMENT

DEED and Admin agree as follows:

1. As soon as practicable after July 1 each year of the 2018-2019 biennium, Admin will transfer \$162,000 to DEED for the purposes as described in Laws of Minnesota 2017, 1<sup>st</sup> Spec. Sess. Chapter 4, Article 1, Section 11, Subdivision 4, paragraph (h).
2. The Administrative and Fiscal Services Division of DEED will provide Admin with all necessary information in order to effectively process the transfer of funds.
3. DEED will administer the funds consistent with all applicable statutes, laws, regulations, and policies including Office of Grants Management policies authorized under MN Stat. 16B.97.
4. Authorized Representative

- Admin's Authorized Representative is Laurie Beyer-Kropuenske, Director of Community Services, 201 Admin Bldg, 50 Sherburne Avenue, St. Paul, MN 55155, 651-201-2501, or her successor.

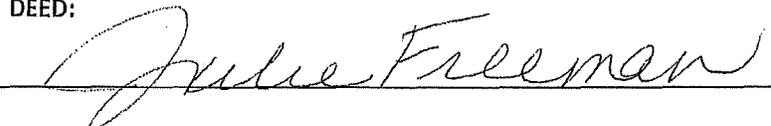
DEED's Authorized Representative is Julie Freeman, Chief Financial Officer, 332 Minnesota Street, St. Paul MN 55101, 651/259-7085 or her successor.

- 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.

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

APPROVED:

1. DEED:

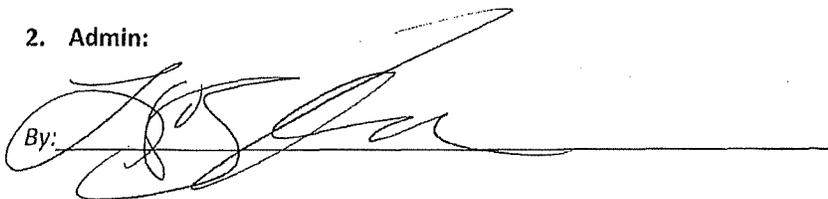
By: 

Printed Name: Julie Freeman

Title: CFO

Date: 9/18/17

2. Admin:

By: 

Name: Laurie Beyer-Kropuenske  
Title: Director of Community Services

Date: 9/15/17

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Commerce and Administration's Real Estate & Construction Services.

**Agreement**

**1 Term of Agreement**

1.1 **Effective date:** 10/01/2007, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 **Expiration date:** 06/30/2012, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

The Department of Administration's Real Estate & Construction Services will implement, maintain and update sustainable building design guidelines and energy benchmarking pursuant to Minnesota Laws 2001, Chapter 212, Article 1, Sections 2 and 3, and Minnesota Statutes 2006, section 216B.241 as amended by Minnesota Laws 2007 Chapter 136, Article 2, Section 5. This work will be completed through a contract or contracts with an organization or organizations. The Department of Administration will administer a contract or contracts with one or more qualified contractors to implement this scope of work.

The Department of Commerce will assess energy utilities pursuant to Minnesota Statutes 216B.241, subd 1(f), and transfer funds collected to the Department of Administration on a schedule to be agreed upon by both parties. The Department of Administration may use funds transferred solely for payment of contracts entered into for the purposes of this Agreement.

The Departments will work cooperatively to implement the duties imposed on them under Minnesota Laws 2001, Chapter 212, Article 1, Sections 2 and 3, and Minnesota Statutes 2006, section 216B.241 as amended by Minnesota Laws 2007 Chapter 136, Article 2, Section 5

**3 Consideration and Payment**

The total obligation will not exceed Four Hundred Ninety Five Thousand dollars (\$495,000) for all compensation and reimbursements to Administration's Real Estate & Construction Services under this agreement.

**4 Conditions of Payment**

All services provided by Administration's Real Estate & Construction Services under this agreement must be performed to Commerce's satisfaction, as determined at the sole discretion of Commerce's Authorized Representative.

**5 Authorized Representative**

Commerce's Authorized Representative is **Janet Streff**, State Energy Office Manager, **651-297-2545**, or their successor.

Administration's Real Estate & Construction Services Authorized Representative is **Linda Kane**, RECS Project Manager, **651-201-2382**, or their successor.

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: R. J. W. By

Date: 10/01/07  
CFMS # 807339

**2. MN Dept of Administration – Real Estate & Construction Services**

By: [Signature]  
(With delegated authority)

Title: Manager of Project Operations

Date: 10/17/07

**3. MN DEPARTMENT OF COMMERCE**

By: Albert Quintela  
(with delegated authority)

Title: Assistant Commissioner

Date: 10/18/2007

**STATE OF MINNESOTA**  
**Amendment No. 19**  
**Contract: 12989 / CFMS: B07339**

Agreement Start Date:	<u>10/18/2007</u>	Total Agreement Amount:	<u>\$5,905,950.00</u>
Original Expiration Date:	<u>06/30/2012</u>	Original Agreement:	<u>\$495,000.00</u>
Current Expiration Date:	<u>06/30/2017</u>	Previous Amendment(s) Total:	<u>\$4,910,950.00</u>
Requested Expiration Date:	<u>06/30/2018</u>	This Amendment:	<u>\$500,000.00</u>

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

**Recitals**

1. Commerce has an interagency agreement with Administration identified as Contract 12989 / CFMS B07339 (“Original Agreement”) to provide and implement sustainable building design guidelines and energy benchmarking legislation.
2. This agreement is being amended to add time and provide funding for State Fiscal Year 2018 for continuation of work under the interagency agreement.
3. Commerce and Administration are willing to amend the Original Agreement as stated below.

**Amendment(s)**

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

**REVISION 1.** Clause 1. “**Term of Agreement**” is amended as follows:

- 1.1 **Effective date:** 10/01/2007, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** ~~06/30/2017~~ 06/30/2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

The total obligation will not exceed ~~Five Million Four Hundred Five Thousand Nine Hundred Fifty Five Million Nine Hundred Five Thousand Nine Hundred Fifty~~ Five Million Nine Hundred Five Thousand Nine Hundred Fifty dollars (~~\$5,405,950.00~~ 5,905,950.00) for all compensation and reimbursements to Administration’s Real Estate & Construction Services under this agreement. The additional funds in Amendment 15, **Two Hundred Sixty Thousand** dollars (\$260,000.00), will only be available through June 30, 2016. The additional funds in Amendment 16, **Five Thousand** dollars (\$5,000.00), will only be available through June 30, 2016, through USDOE Grant No. DE-EE0006213. The additional funds in Amendment 18, **Fourty Two Thousand Nine Hundred Fifty** dollars (\$42,950.00), will only be available through November 30, 2016. Any unspent funds from the previous fiscal year, other than those funds specifically noted above, will be available the following fiscal year. This agreement will be amended each future fiscal year to provide terms for payment to cover costs incurred by Administration’s Real Estate & Construction Services.

(Continued on next page.)

STATE OF MINNESOTA  
Amendment No. 19  
Contract: 12989 / CFMS: B07339

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

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, Sections 16A.15 and 16C.05, (with delegated authority)*

Signed: [Signature]

Date: 6/13/17

Contract No. 12989

**3. MN DEPARTMENT OF COMMERCE**

*Individual certifies the applicable provisions of Minnesota Statutes, Sections 16C.08, subdivisions 2 and 3 are reaffirmed, (with delegated authority)*

By: [Signature]

Title: Deputy Commissioner

Date: 6-14-17

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

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

By: [Signature]

Title: Senior Director

Date: 6/14/17

**Distribution:**

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

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

This agreement is between the Minnesota Department of Administration Financial Management and Reporting (Admin) and Board of Teaching (Agency).

### Agreement

#### 1. Term of Agreement

- 1.1 *Effective date:* September 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever comes first.

#### 2. Scope of Work

Admin will provide accounting transaction and other financial services to the Agency as described in Exhibits A, B and C, which are attached and incorporated into this agreement. Exhibit A describes the division of responsibilities between Admin and the Agency as it relates to this work. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities as delineated in Exhibit A. The Agency retains ownership and responsibility for its spending decisions and for ongoing implementation of appropriate business processes, while Admin provides transaction and other financial services and serves in an advisory capacity.

#### 3. Authorized Representative

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

The Agency's Authorized Representative is Alex Liuzzi, Interim Executive Director, 1500 Highway 36 West, Roseville, MN 55113 or his successor.

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

#### 4. Consideration and Payment

The total cost for all services covered by this agreement is \$55,000 for FY 2018 (10 months). The amount for FY 2019 will be determined after Admin has more experience with the level of service required. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this agreement.

**5. Amendments**

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature authorities identified in Exhibit C, must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement or their successors in office. Changes to the signature authorities in Exhibit C must be acknowledged with a revised Exhibit C signed by the Agency's Authorized Representative or by other written communication (memo, email, etc.)

**6. Government Data Practices**

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

**7. Liability**

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

**8. Termination**

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

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

Signed: Jan Franklin

Date: 10/23/17 SWIFT Contract/PO 133724/300-121

**Board of Teaching (Agency)**

By: [Signature] (with delegated authority)

Title: Interim Executive Director

Date: 10/20/17

**Department of Administration (Admin)**

By: [Signature] (with delegated authority)

Title: Deputy Commissioner

Date: 11.9.17

**EXHIBIT A to Interagency Agreement between the  
Department of Administration Financial Management and Reporting (Admin) and  
Board of Teaching (Agency)**

**The Agency (in addition to the roles and responsibilities described in Exhibit B of this agreement) is responsible for the following:**

1. Access to Information
  - Ensure separation of duties or maintain compensating internal controls.
2. Budget
  - Provide financial information to support development of the Agency's biennial budget for entry into the Budget Planning and Analysis System (BPAS) or other more current system.
  - Provide biennial budget narrative information and post to SharePoint website or other more current system.
  - Analyze and provide any research necessary to respond to fiscal note requests, and provide completed fiscal note responses to Admin for entry into the Fiscal Note Tracking system (FNTS) or other more current system.
  - Determine annual budget plan once appropriated by the Legislature.
  - Manage budgets, with assistance from Admin, to ensure that funds are allocated appropriately and not overspent.
  - Determine budget plans for grant awards or other funding sources that may arise.
3. Daily Processes
  - Provide Admin with all necessary documentation for any financial transaction to enable Admin to code transactions properly in the state's accounting and/or payroll/human resources systems to the correct accounting period and the correct expense or revenue account.
  - Ensure that all receipts \$1,000 or more are deposited daily. Receipts under \$1,000 must be deposited within the month received and must be adequately safeguarded in a locked area until deposit. Agency will provide deposit information by 1 p.m. on the business day of deposit to facilitate transaction entry in the state's accounting/procurement system.
  - Record receipts received each day in a receipts log, establish appropriate separation of duties with respect to handling of receipts, and periodically reconcile receipts information in the state's accounting/procurement system to the Agency's receipts log.
  - Date-stamp all invoices and expense reports with the date received, and forward payment documents to Admin in a timely manner to enable compliance with statutory and policy prompt payment requirements.
  - Submit approved Authorization for Travel in EIOR or more current system prior to any out-of-state travel to certify that sufficient budget funds are available and the anticipated expenses are consistent with state travel policy and applicable bargaining agreements or compensation plans.
  - Submit approved Request for Approval to Incur Special Expense forms in EIOR or more current system prior to incurring any expenses classified in applicable policies as "special expenses" to certify that the expenses meet the policy criteria.
  - Submit completed employee or board/council/commission member travel expense reports supported by appropriate receipts, Authorization for Travel, Request for Approval to Incur Special Expense forms, and/or any other required documentation.
  - Maintain records of all capital assets and sensitive items, and work with Admin's Surplus

- Services division to dispose of surplus property.
  - Report to Admin any errors/discrepancies discovered relating to services performed by Admin under this agreement.
  - Monitor any changes of board/council/commission/advisory committee members or their places of employment and determine each board/council/commission/advisory committee member's eligibility for per diems and expenses. Submit to Admin only eligible per diems and expenses.
4. Procurement and Contracts
- Request appropriate assistance from Admin's Office of State Procurement (OSP) and the Attorney General's Office (AG) on the development and approval of any professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements.
  - Attend training offered by OSP, as needed, on the topics of state procurement and contracting.
  - Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to Admin as required by statewide purchasing and contracting policies, when applicable.
5. Reports
- Review and verify payroll reports and report any discrepancies to Admin. As part of this process, the Agency will document its review of the Payroll Posting Audit Trail as required by Admin's Verification of Payroll Posting Audit Trail Procedure.
  - Periodically review fiscal reports including the Manager's Financial Report, expenditure, encumbrance and receipts reports, and salary projection reports to ensure the integrity of the Agency's fiscal data.
6. SWIFT
- SWIFT work processes may require various Agency employees to have system access for work processes including but not limited to electronic requisitions and approvals, asset management, contract solicitations and creation, and inquiries for access to information.
7. Other
- Follow statewide and Admin financial policies and procedures. The Agency can implement more restrictive policies and procedures.
  - Follow Code of Conduct and Internal Control policies and procedures.
  - Ensure that any business cell phone use complies with applicable state, Admin, and/or Agency policies and procedures. The Agency must retain an Acknowledgement of Receipt/Mobile Device Services and Equipment form completed by each employee to whom a cell phone is assigned.
  - Assist Admin with information needed to complete fiscal year-end certifications.

**Admin (in addition to the roles and responsibilities described in Exhibit B of this agreement) is responsible for:**

1. Access to information
- Maintain to the best of Admin's ability staff assignments and security access into the state's accounting/procurement, payroll/human resource, and budget systems to prevent access to functions that are considered incompatible for the maintenance of strong

internal financial controls.

- Ensure separation of duties or maintain compensating internal controls.

## 2. Budget

- Enter biennial budget financial data into BPAS or more current system.
- Enter completed fiscal notes into the FNTS or other more current system, and provide guidance and consultation on fiscal note development and processes.
- Enter annual and revised budget data into the state's accounting/procurement system.

## 3. Daily Processes

- Expedite the payment process by increasing an encumbrance for an invoice approved for payment by the Agency without requiring a signature, email or other approval to process the increase *if the encumbrance balance is not sufficient to cover the payment*. The encumbrance will be increased enough to allow the payment to be processed. If an encumbrance is short by more than \$500, Admin will contact the Agency for approval before the increase is processed.
- Enter/process expense reports in the state's payroll system and retain original expense reports and supporting documents for audit purposes.
- Research any errors/discrepancies reported by the Agency and correct as needed.
- Assist with timely deposit of receipts, if needed, and enter deposit information into the proper account(s) in the state's accounting/procurement system.
- Maintain accurate capital asset records in SWIFT based on asset information provided by the Agency and purchasing activity conducted under this agreement.

## 4. Procurement and Contracts

- Enter purchase orders, professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements into the state's accounting/procurement system, in order to encumber funds.
- Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to OSP as required by statewide purchasing and contracting policies.

## 5. Reports

- Supply additional financial reports as needed.
- Advise and consult regarding financial reports available to the Agency.

## 6. SWIFT

- Assist the Agency with ongoing improvements/enhancements to the SWIFT system. This includes but is not limited to coordinating the completion of assignments and assisting the Agency regarding new policies and procedures implemented with SWIFT.

## 7. Other

- Provide assistance as needed to support the Agency's responsibility to manage and monitor its budgets, and discuss any questions or concerns with the Agency.
- Provide financial policies and procedures for use by the Agency.
- Complete and submit fiscal year-end certifications to MN Management and Budget.

**EXHIBIT B to Interagency Agreement between the  
Department of Administration Financial Management and Reporting (Admin) and  
Board of Teaching (Agency)**

This agreement is between the following agencies:

**Department of Administration Financial Management and Reporting (Admin)**

**Board of Teaching (Agency)**

Admin agrees to process the following transactions for the Agency:

**Payments will be processed in accordance with prompt payment statutory requirements (i.e. within 30 days of the later of the receipt of an invoice or receipt of goods or services).**

**Purchase orders requiring no bid process will be created within 4 days of receipt of a properly completed/approved EIOR Purchase Request in FMR. The time required to create orders requiring bid processes is highly variable, thereby precluding one standard target period for order creation.**

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The following additional terms apply to this agreement and are categorized by the basic steps in the purchasing and payment process:

**Purchase Request**

An EIOR (or other more current system) Purchase Request must be completed by the Agency and submitted to Admin for all purchases. The agency is responsible for providing complete and correct specifications and related information on any Purchase Request forms submitted to Admin. Timely processing of orders is dependent on a correct and complete Purchase Request. The Agency must allow sufficient lead time when submitting a Purchase Request to allow for the normal purchasing process and shipment of goods or services.

As an addendum to this Interagency Agreement, the Agency will provide the names of its employees authorized to approve purchases. An updated Exhibit C or other written communication (memo, email, etc.) is required each time the list changes. An updated Exhibit C may be executed without formal amendment of the Interagency Agreement.

**Purchase Order**

Purchase orders that Admin creates will comply with Authority for Local Purchase (ALP) requirements and other applicable statutory and policy requirements.

Admin will advise the Agency regarding purchasing requirements (i.e. when a state contract purchase is required) as needed.

Admin will transmit purchase orders under this agreement to the Agency. The Agency will transmit purchase orders to vendors as appropriate. The Agency will not initiate orders by

phone calls to vendors or other means prior to the creation of a purchase order or other appropriate encumbering transaction in the state's accounting/procurement system by Admin unless necessary due to an emergency as defined by statute.

M.S. 16C.10 defines an emergency as a threat to public health, welfare, or safety that threatens the functioning of government, the protection of property, or the health or safety of people. The normal solicitation process is not required for emergency purchases, but the Agency must contact Admin as early as possible so that Admin can inform OSP in writing and enlist their assistance as is appropriate. If time permits, this contact should occur before making an emergency purchase, but if time does not permit, the Agency is expected to act promptly to address the emergency.

The Agency is responsible for distribution of pertinent documents to its property management coordinator or other personnel.

### **Contract**

The Agency must not direct a contractor to begin work until Admin has encumbered funds and the contract or agreement has been executed. Prior to encumbering an Annual Plan Agreement, the Agency will provide a copy of its approved Annual Plan to Admin. The Agency will provide Admin with a fully signed copy of each contract that is executed.

### **Receipt of Goods or Services**

Goods ordered will be shipped directly to the Agency unless the purchase request indicates otherwise.

The Agency must document the date goods or services are received. Packing slips, receiving reports, work orders or other documentation indicating receipt of goods/services must be sent to Admin to support invoices to be paid.

The Agency is responsible for notifying its property management coordinator of receipt of goods when necessary.

### **Invoices**

Vendors will be instructed to send invoices directly to the Agency unless otherwise agreed or transmitted through the state's accounting/procurement system. After date-stamping invoices upon receipt and applying payment approval as discussed in the next section of this agreement, the Agency will promptly forward invoices to Admin to enable payment within the statutory time period established for prompt payment or any more restrictive payment terms agreed to.

### **Payment Authorization**

The Agency must provide authorization to pay each invoice, which may be indicated on the invoice itself. Invoices for services received under a contractual agreement (i.e., professional technical, grant, and other similar contracts) must be authorized for payment by the person designated in the contract as the state's authorized representative. If the contract does not specify a state's authorized representative, an Agency staff person with delegated authority to approve invoices will sign the invoice to approve payment.

## **Payment Processing**

Admin will process payments in accordance with the prompt pay requirements established by M.S. 16A.124 Subd 3. Prepayments are not allowed unless permitted by state policy. The Agency and Admin are responsible for meeting the state's prompt payment goal that 98% of invoices are paid within 30 days.

## **Filing of Documents**

All documents must be retained in accordance with applicable records retention policies.

Admin will retain the original Purchase Request, copy of the purchase order, the original packing slip or other similar documentation, and the original invoice unless otherwise agreed.

## **SWIFT Implementation**

As SWIFT is improved and enhanced, business processes may change. As system expertise increases and future phases are implemented, policy and process changes may continue. Examples include electronic purchase requests, asset management, approvals, signatures, sourcing, and contracts.

SWIFT implementation may affect whether documents are retained in paper or electronic form.

**EXHIBIT C to Interagency Agreement between the  
Department of Administration Financial Management and Reporting (Admin) and  
Board of Teaching (Agency)**

Date 11/15/17 Agency Board of Teaching  
Agency Head Signature [Signature]

**Policy and Recommendations Regarding Separation of Duties**

In accordance with state accounting policy, *agencies shall separate the financial duties of their employees to provide appropriate control in the processing of transactions. In those instances where separation is not feasible, e.g., a small agency or board with limited employees, compensating controls such as independent review must be established.*

The Agency should separate duties among employees to ensure that no one person has control over the entire order and payment approval process. For optimum internal control:

- The person(s) authorized to approve Purchase Requests should not also be authorized to approve payments and vice versa.
- If two persons are authorized to approve both purchases and payments, neither person should perform both functions for any one purchase/payment transaction. For any one purchase/payment, one person should approve the purchase, and the other should approve the payment.
- In the event that one person approves Purchase Requests and payments for the same purchase/payment transaction(s), the Agency must document and implement compensating controls such as independent review of detailed expenditure reports.
- If at any time the Agency cannot maintain optimum separation of duties, the Agency should document the circumstances preventing optimum separation, and identify the compensating controls that will be implemented.

**Signatures of Staff Authorized to Approve Purchase Requests**

**PRIMARY:**  
Alex Luzzi [Signature] \_\_\_\_\_  
Name Specific conditions on approval authority

**BACKUP:**  
Lori Rosenthal [Signature] up to \$2500  
Name Specific conditions on approval authority

**Signatures of Staff Authorized to Approve Payments**

**PRIMARY:**  
Alex Luzzi [Signature] \_\_\_\_\_  
Name Specific conditions on approval authority

**BACKUP:**  
\_\_\_\_\_  
Name Specific conditions on approval authority





DEPARTMENT OF  
ADMINISTRATION  
HUMAN RESOURCES

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

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

This agreement is between the Minnesota Department of Administration Human Resources (Admin) and Board of Teaching (Agency).

Agreement.

1. Term of Agreement

1.1 *Effective date:* September 1, 2017, ~~or the date the state obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.~~ *4/6 3/8/18*

1.2 *Expiration date:* June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever comes first. *AMC 3/21/18*

2. Scope of Work

3. Admin will provide human resource services to the Agency as described in Exhibits A and B which are attached and incorporated into this agreement. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities as delineated in Exhibits A and B. Board of Teaching retains decision-making authority and responsibility for its human resource decisions for ongoing implementation of appropriate business processes, while Admin provides transaction and other human resources services and serves in an advisory capacity. The parties understand and agree that Admin is not and not intended to be, the employer or joint employer of Board of Teaching applicants, employees or former employees by reason of the work performed or services provided under the Agreement. Board of Teaching is responsible for following all applicable employment laws, collective bargaining agreements and compensation plan requirements, state policies and procedures.

4. Authorized Representative

Admin's Authorized Representative is Andrea L. Turner, Human Resources Director, 3<sup>rd</sup> floor, Centennial Building, 658 Cedar Street, St. Paul, MN, or her successor.

The Agency's Authorized Representative is Alex Liuzzi, Interim Executive Director, 1500 MN-36, Roseville, MN 55113, or their successor.

5. Consideration and Payment

The cost for services covered by this agreement in FY18 (10 Months) is \$54,000. The amount for FY 2019 will be determined after Admin has more experience with the level of service required. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement and subsequent attachments. The Agency will approve invoices and make timely payments to Admin for the agreed upon services outlined in this agreement.

6. Amendments

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature delegations identified in Exhibit A, must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement or their successors in office. Changes to the signature delegations in Exhibit A must be acknowledged with a revised Exhibit A signed by Board of Teaching Authorized Representative or by another written communication (memo, email, etc.).

7. Government Data Practices

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

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.

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: *Jan Franklin*

Date: 10/26/17

Contract: 133890 / PO: 300-122

2. Board of Teaching (Agency)

By: *Alex Luzzi*  
Alex Luzzi, Interim Executive  
Director

Signed: *[Signature]*

Date: 10/12/17

3. Department of Administration (Admin)

By: *Andrea L. Turner*  
Andrea L. Turner, Director of  
Human Resources

Signed: ~~10/16/17~~ *Andrea L. Turner*

Date: 10/16/17

**EXHIBIT A to Interagency Agreement between the Department of Administration Human Resources (Admin)  
and Board of Teaching (Agency)**

Admin will provide the Agency the following human resource services that will help the Agency operate effectively:

***Ad Hoc Reporting***

- Upon request, provide ad hoc reports on employee costs; leave use; hires; separations; and other employment information contained in the state's information warehouse.

***Affirmative Action Plan and Reports***

- Draft Affirmative Action Plan; submit biennially to MMB for review and approval; and monitor efforts and progress.
- Complete the Monitoring the Hiring Process Quarterly Reports for the Agency.

***Classification and Compensation***

- Review position descriptions, determine appropriate classification, bargaining unit designation, and Fair Labor Standards Act (FLSA) status, document audit decisions, and explain the rationale for classification decisions.
- Advise on, and approve or deny compensation requests outside of Agency delegation of authority.
- The Agency must provide documentation of requests to convert unclassified position to the classified service at least one month in advance of the end of the unclassified position.

Timely review of classification and compensation requests depends on Admin receiving complete and accurate information from supervisors and managers. Admin is not responsible for processing information if it has not received a written request.

Admin has received delegated authority from Minnesota Management and Budget (MMB) to make classification and compensation decisions. Admin must abide by accepted practices and rules governing classification and compensation in order to retain this delegation. MMB periodically audits Admin's work to determine compliance with rules and laws.

***Contract Administration***

- Advise managers and supervisors on the application of labor contracts and plan language.
- Advise managers and supervisors on the practical application of employment laws such as FMLA, FLSA, ADA, USERRA, and all discrimination laws.

***File Maintenance and Storage***

- Maintain and securely store the personnel files and I-9 documents of the Agency employees, if agency requests.
- Maintain and store audit (job classification decisions) documentation and requisition (vacancy filling) files.
- Inform the Agency on the types of personnel information that should be securely maintained at Agency worksite.

***General Benefits Administration***

- Convey benefit updates and information from (MMB to Agency Representative for distribution to employees of the Agency).

- Benefits questions and issues will be handled directly by the State Employee Group Insurance Program (SEGIP) at MMB.

***Labor Relations, Investigations and Employment Law***

- Advise or respond to grievances for the Agency as appropriate.
- Advise management regarding relationship with union, including meet and confer sessions, union leave.
- Review and provide advice and guidance in responding to requests for ADA accommodation.
- Complete ADA reports for the Agency.
- Convey new laws, state rules, and issues from (MMB to Agency Representative for distribution to employees of the Agency).
- Advise supervisors and managers on other employment law issues such as discrimination, sexual harassment, etc.
- Assist in reviewing unemployment claims and at the agency's request represent management in unemployment hearings.
- When Human Resources becomes aware of a complaint, the Labor Relations Manager will review the complaint, will forward the complaint to the appropriate person at EMSRB, will advise on potential liability issues and best practices for handling.

The Agency is responsible for paying all costs associated with Independent Investigations.

***Leave Coordination***

- Process and coordinate FMLA requests
- Guide Agency in other leave types that the State of Minnesota provides.
- Manage the transaction processes involving such leaves.
- Provide guidance to the Agency's payroll representative regarding the correct way the data needs to be entered into the timesheet system.

***New Employee Orientation***

- Conduct new employee orientation for all new employees to the Agency.

***Performance Management***

- Coach management on performance management.
- Assist the agency in initial screening of allegations relating to employee misconduct, performance or attendance problems; and conduct; coordinate the conducting of investigations.
- Advise managers and supervisors on managing performance, attendance, conduct issues, and assist with implementing corrective action, including withholding of performance increases, issuing disciplinary action and letters of expectations.

The Agency is responsible for paying all costs associated with Independent Investigations.

***Recruitment and Selection***

- Assist managers in hiring so that the agency follows state bargaining unit contracts and plans, employment laws, and state laws governing state positions.
- Advise on minimum and preferred qualifications and recruitment options.
- Post vacancies in accordance with HR/LR Policies.
- Review position applications to determine which applicants meet the minimum qualifications and refer successful candidates to the hiring supervisor.
- Respond to appeals of applicant qualification determinations under Minn. R. 3900.4700.

- Assist managers and supervisors in developing interview questions and other selection criteria and exercises and with first round of interviews, when requested.
- Document hires for affirmative action purposes.
- Compose offer and employment confirmation letters.
- Examine I-9 documentation, after hire, for legal hiring.
- Notify all applicants of position hiring decisions.

*Safety & Workers' Compensation*

- File yearly OSHA lost-time reports.
- Assist with first reports of injury filings.

Admin has a Safety Administrator on staff. If the Agency needs guidance or assistance with safety issues, upon availability, the Safety Administrator can be hired as a consultant on a case-by-case basis.

*Training*

- Train managers and supervisors on human resources practices, employment law, bargaining unit contract language, compensation, and other topics directly related to human resources.
- Conduct training and/or track completion on topics mandated by law or policy – code of conduct, SANS, sexual harassment prevention, right-to-know, etc., based on availability.

*Transactions*

- Complete accurate and timely SEMA4 changes related to changes in employee information, hire, funding, promotion, separation dates, increase dates, department ID, medical leaves of absence, performance reviews, etc.

Timely transactions depend on Admin receiving timely information from supervisors and managers about employee status. Admin is not responsible for processing information if it has not received a written request.

EXHIBIT B to Interagency Agreement between the Department of Administration Human Resources (Admin)  
and Board of Teaching (Agency)

SERVICE LEVEL AGREEMENT

**Admin SmART Human Resources Responsibilities**

Admin (SmART program) will provide the following level of service:

- Vacancies will be posted within three business days of receipt of a request to fill (If the position does not need to be allocated or the allocation changed).
- Managers and supervisors will receive a list of qualified candidates within five business days of the closing of a posting.
- Positions requiring initial allocation will be allocated within two weeks of the receipt of a complete position description, organizational chart, and request memo.
- Positions requiring reallocation will be audited within six weeks of the receipt of a complete position description, organizational chart, and request memo.
- Investigations will be conducted promptly. Timing depends on the exact circumstances and availability of union representatives.
- Transactions turned in by Thursday of the non-payroll week will take effect that payroll period.
- Employees hired during the last two days of the pay period will not be paid for those days until the next pay period.

Admin SmART will do our best to adhere to the timelines listed above based on staffing levels and volume of work.

**Agency Responsibilities**

Management of the Agency is responsible for the actions of the organization's employees, including unethical, violent, or harassing behavior and failure to follow state policies and procedures.

Like all other agencies, the Agency is also responsible for completing the following human resource actions:

***Affirmative Action Plan***

- Work jointly with the SmART Human Resources Team in the creation of biennial Affirmative Action Plan.
- Adhere to the plan and make it a living document.

***Classification***

- All positions have position descriptions that are updated at least every three years.
- Position descriptions must be consistent with the employees' actual job duties, include a listing of essential functions under the ADA, and clearly indicate the employee's level of decision-making authority.

***Employee Evaluation***

- New employees must receive copies of their position descriptions and onboarding to their work and their work unit.
- All new employees must receive mid-probationary and probationary reviews.
- All employees must be given feedback on their performance at least once a year with a written formal evaluation placed in their personnel file.
- Performance expectations are made clear for all employees.

- Employees whose performance, attendance, or behavior is problematic will be discussed with the Admin Human Resources staff appropriate to the situation.

#### *File Maintenance and Storage*

- Maintain supervisory files.

#### *Hiring*

- Employees may not be hired before the Admin human resource office affirms that all parts of the process are complete.

#### *Labor Relations*

- The Agency is responsible for paying all costs associated with an Independent investigation.
- Timely notice will be given to the Admin HR office for Labor Relations issues.

#### *Policies and Procedures*

- Appoint an Ethics Officer and communicate that designation to employees.
- (Ensure) Formal delegations of duties are on file.
- (Ensure) Operating practices are consistent with state policies.
- Appropriate action is taken for violations of policy.
- Respond to data practices requests.

#### *Training*

- Employees receive appropriate training related to their position.
- All classified managers and supervisors attend required training(s) through Enterprise Training and Development (ETD).
- Payment of all costs associated with training provided by ETD, MN-IT or other agencies external to the State.

#### *Worker's Compensation*

- Submit the First Report of Injury within three business days of the Incident/Injury.

1847671300-1145

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

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

**Agreement**

**1. Term of Agreement**

1.1 **Effective date:** July 1, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

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

**2. Scope of Work**

Admin will provide accounting transaction and other financial services to the Agency as described in Exhibits A, B and C, which are attached and incorporated into this agreement. Exhibit A describes the division of responsibilities between Admin and the Agency as it relates to this work. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities as delineated in Exhibit A. The Agency retains ownership and responsibility for its spending decisions and for ongoing implementation of appropriate business processes, while Admin provides transaction and other financial services and serves in an advisory capacity.

**3. Authorized Representative**

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

The Agency's Authorized Representative is Kevin Lindsey, Commissioner, 625 Robert St. North, St. Paul, MN 55155 or his successor.

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

**4. Consideration and Payment**

The total cost for all services covered by this agreement is \$111,000 (\$54,000 for FY18; \$57,000 for FY19). Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement. The Agency will approve invoices and make timely payment to Admin for the services outlined in this agreement.

**5. Amendments**

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature authorities identified in Exhibit C, must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement or their successors in office. Changes to the signature authorities in Exhibit C must be acknowledged with a revised Exhibit C signed by the Agency's Authorized Representative or by other written communication (memo, email, etc.)

**6. Government Data Practices**

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

**7. Liability**

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

**8. Termination**

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

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

Signed: Debra Munnis

Date: 11/15/17 SWIFT Contract/PO 1347671300-1145

**Human Rights (Agency)**

By: Rowzat Shipchandler (with delegated authority)

Title: Deputy Commissioner

Date: 11/8/2017

**Department of Administration (Admin)**

By: Lenora Madge (with delegated authority)

Title: Deputy Commissioner

Date: 11.9.17

**EXHIBIT A to Interagency Agreement between the  
Department of Administration Financial Management and Reporting (Admin) and  
Human Rights (Agency)**

**The Agency (in addition to the roles and responsibilities described in Exhibit B of this agreement) is responsible for the following:**

1. Access to Information
  - Ensure separation of duties or maintain compensating internal controls.
2. Budget
  - Provide financial information to support development of the Agency's biennial budget for entry into the Budget Planning and Analysis System (BPAS) or other more current system.
  - Provide biennial budget narrative information and post to SharePoint website or other more current system.
  - Analyze and provide any research necessary to respond to fiscal note requests, and provide completed fiscal note responses to Admin for entry into the Fiscal Note Tracking system (FNTS) or other more current system.
  - Determine annual budget plan once appropriated by the Legislature.
  - Manage budgets, with assistance from Admin, to ensure that funds are allocated appropriately and not overspent.
  - Determine budget plans for grant awards or other funding sources that may arise.
3. Daily Processes
  - Provide Admin with all necessary documentation for any financial transaction to enable Admin to code transactions properly in the state's accounting and/or payroll/human resources systems to the correct accounting period and the correct expense or revenue account.
  - Ensure that all receipts \$1,000 or more are deposited daily. Receipts under \$1,000 must be deposited within the month received and must be adequately safeguarded in a locked area until deposit. Agency will provide deposit information by 1 p.m. on the business day of deposit to facilitate transaction entry in the state's accounting/procurement system.
  - Record receipts received each day in a receipts log, establish appropriate separation of duties with respect to handling of receipts, and periodically reconcile receipts information in the state's accounting/procurement system to the Agency's receipts log.
  - Date-stamp all invoices and expense reports with the date received, and forward payment documents to Admin in a timely manner to enable compliance with statutory and policy prompt payment requirements.
  - Submit approved Authorization for Travel in EIOR or more current system prior to any out-of-state travel to certify that sufficient budget funds are available and the anticipated expenses are consistent with state travel policy and applicable bargaining agreements or compensation plans.
  - Submit approved Request for Approval to Incur Special Expense forms in EIOR or more current system prior to incurring any expenses classified in applicable policies as "special expenses" to certify that the expenses meet the policy criteria.
  - Submit completed employee or board/council/commission member travel expense reports supported by appropriate receipts, Authorization for Travel, Request for Approval to Incur Special Expense forms, and/or any other required documentation.
  - Maintain records of all capital assets and sensitive items, and work with Admin's Surplus

- Services division to dispose of surplus property.
  - Report to Admin any errors/discrepancies discovered relating to services performed by Admin under this agreement.
  - Monitor any changes of board/council/commission/advisory committee members or their places of employment and determine each board/council/commission/advisory committee member's eligibility for per diems and expenses. Submit to Admin only eligible per diems and expenses.
4. Procurement and Contracts
- Request appropriate assistance from Admin's Office of State Procurement (OSP) and the Attorney General's Office (AG) on the development and approval of any professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements.
  - Attend training offered by OSP, as needed, on the topics of state procurement and contracting.
  - Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to Admin as required by statewide purchasing and contracting policies, when applicable.
5. Reports
- Review and verify payroll reports and report any discrepancies to Admin. As part of this process, the Agency will document its review of the Payroll Posting Audit Trail as required by Admin's Verification of Payroll Posting Audit Trail Procedure.
  - Periodically review fiscal reports including the Manager's Financial Report, expenditure, encumbrance and receipts reports, and salary projection reports to ensure the integrity of the Agency's fiscal data.
6. SWIFT
- SWIFT work processes may require various Agency employees to have system access for work processes including but not limited to electronic requisitions and approvals, asset management, contract solicitations and creation, and inquiries for access to information.
7. Other
- Follow statewide and Admin financial policies and procedures. The Agency can implement more restrictive policies and procedures.
  - Follow Code of Conduct and Internal Control policies and procedures.
  - Ensure that any business cell phone use complies with applicable state, Admin, and/or Agency policies and procedures. The Agency must retain an Acknowledgement of Receipt/Mobile Device Services and Equipment form completed by each employee to whom a cell phone is assigned.
  - Assist Admin with information needed to complete fiscal year-end certifications.

**Admin (in addition to the roles and responsibilities described in Exhibit B of this agreement) is responsible for:**

1. Access to information
- Maintain to the best of Admin's ability staff assignments and security access into the state's accounting/procurement, payroll/human resource, and budget systems to prevent access to functions that are considered incompatible for the maintenance of strong

internal financial controls.

- Ensure separation of duties or maintain compensating internal controls.

## 2. Budget

- Enter biennial budget financial data into BPAS or more current system.
- Enter completed fiscal notes into the FNTS or other more current system, and provide guidance and consultation on fiscal note development and processes.
- Enter annual and revised budget data into the state's accounting/procurement system.

## 3. Daily Processes

- Expedite the payment process by increasing an encumbrance for an invoice approved for payment by the Agency without requiring a signature, email or other approval to process the increase *if the encumbrance balance is not sufficient to cover the payment*. The encumbrance will be increased enough to allow the payment to be processed. If an encumbrance is short by more than \$500, Admin will contact the Agency for approval before the increase is processed.
- Enter/process expense reports in the state's payroll system and retain original expense reports and supporting documents for audit purposes.
- Research any errors/discrepancies reported by the Agency and correct as needed.
- Assist with timely deposit of receipts, if needed, and enter deposit information into the proper account(s) in the state's accounting/procurement system.
- Maintain accurate capital asset records in SWIFT based on asset information provided by the Agency and purchasing activity conducted under this agreement.

## 4. Procurement and Contracts

- Enter purchase orders, professional/technical contracts, grant contracts, interagency agreements, annual plans, and other similar agreements into the state's accounting/procurement system, in order to encumber funds.
- Provide copies of any 16A.15-16C.05 or Purchasing Violation forms to OSP as required by statewide purchasing and contracting policies.

## 5. Reports

- Supply additional financial reports as needed.
- Advise and consult regarding financial reports available to the Agency.

## 6. SWIFT

- Assist the Agency with ongoing improvements/enhancements to the SWIFT system. This includes but is not limited to coordinating the completion of assignments and assisting the Agency regarding new policies and procedures implemented with SWIFT.

## 7. Other

- Provide assistance as needed to support the Agency's responsibility to manage and monitor its budgets, and discuss any questions or concerns with the Agency.
- Provide financial policies and procedures for use by the Agency.
- Complete and submit fiscal year-end certifications to MN Management and Budget.

**EXHIBIT B to Interagency Agreement between the  
Department of Administration Financial Management and Reporting (Admin) and  
Human Rights (Agency)**

This agreement is between the following agencies:

**Department of Administration Financial Management and Reporting (Admin)**

**Human Rights (Agency)**

Admin agrees to process the following transactions for the Agency:

**Payments will be processed in accordance with prompt payment statutory requirements (i.e. within 30 days of the later of the receipt of an invoice or receipt of goods or services).**

**Purchase orders requiring no bid process will be created within 4 days of receipt of a properly completed/approved EIOR Purchase Request in FMR. The time required to create orders requiring bid processes is highly variable, thereby precluding one standard target period for order creation.**

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The following additional terms apply to this agreement and are categorized by the basic steps in the purchasing and payment process:

**Purchase Request**

An EIOR (or other more current system) Purchase Request must be completed by the Agency and submitted to Admin for all purchases. The agency is responsible for providing complete and correct specifications and related information on any Purchase Request forms submitted to Admin. Timely processing of orders is dependent on a correct and complete Purchase Request. The Agency must allow sufficient lead time when submitting a Purchase Request to allow for the normal purchasing process and shipment of goods or services.

As an addendum to this Interagency Agreement, the Agency will provide the names of its employees authorized to approve purchases. An updated Exhibit C or other written communication (memo, email, etc.) is required each time the list changes. An updated Exhibit C may be executed without formal amendment of the Interagency Agreement.

**Purchase Order**

Purchase orders that Admin creates will comply with Authority for Local Purchase (ALP) requirements and other applicable statutory and policy requirements.

Admin will advise the Agency regarding purchasing requirements (i.e. when a state contract purchase is required) as needed.

Admin will transmit purchase orders under this agreement to the Agency. The Agency will transmit purchase orders to vendors as appropriate. The Agency will not initiate orders by

phone calls to vendors or other means prior to the creation of a purchase order or other appropriate encumbering transaction in the state's accounting/procurement system by Admin unless necessary due to an emergency as defined by statute.

M.S. 16C.10 defines an emergency as a threat to public health, welfare, or safety that threatens the functioning of government, the protection of property, or the health or safety of people. The normal solicitation process is not required for emergency purchases, but the Agency must contact Admin as early as possible so that Admin can inform OSP in writing and enlist their assistance as is appropriate. If time permits, this contact should occur before making an emergency purchase, but if time does not permit, the Agency is expected to act promptly to address the emergency.

The Agency is responsible for distribution of pertinent documents to its property management coordinator or other personnel.

### **Contract**

The Agency must not direct a contractor to begin work until Admin has encumbered funds and the contract or agreement has been executed. Prior to encumbering an Annual Plan Agreement, the Agency will provide a copy of its approved Annual Plan to Admin. The Agency will provide Admin with a fully signed copy of each contract that is executed.

### **Receipt of Goods or Services**

Goods ordered will be shipped directly to the Agency unless the purchase request indicates otherwise.

The Agency must document the date goods or services are received. Packing slips, receiving reports, work orders or other documentation indicating receipt of goods/services must be sent to Admin to support invoices to be paid.

The Agency is responsible for notifying its property management coordinator of receipt of goods when necessary.

### **Invoices**

Vendors will be instructed to send invoices directly to the Agency unless otherwise agreed or transmitted through the state's accounting/procurement system. After date-stamping invoices upon receipt and applying payment approval as discussed in the next section of this agreement, the Agency will promptly forward invoices to Admin to enable payment within the statutory time period established for prompt payment or any more restrictive payment terms agreed to.

### **Payment Authorization**

The Agency must provide authorization to pay each invoice, which may be indicated on the invoice itself. Invoices for services received under a contractual agreement (i.e., professional technical, grant, and other similar contracts) must be authorized for payment by the person designated in the contract as the state's authorized representative. If the contract does not specify a state's authorized representative, an Agency staff person with delegated authority to approve invoices will sign the invoice to approve payment.

## **Payment Processing**

Admin will process payments in accordance with the prompt pay requirements established by M.S. 16A.124 Subd 3. Prepayments are not allowed unless permitted by state policy. The Agency and Admin are responsible for meeting the state's prompt payment goal that 98% of invoices are paid within 30 days.

## **Filing of Documents**

All documents must be retained in accordance with applicable records retention policies.

Admin will retain the original Purchase Request, copy of the purchase order, the original packing slip or other similar documentation, and the original invoice unless otherwise agreed.

## **SWIFT Implementation**

As SWIFT is improved and enhanced, business processes may change. As system expertise increases and future phases are implemented, policy and process changes may continue. Examples include electronic purchase requests, asset management, approvals, signatures, sourcing, and contracts.

SWIFT implementation may affect whether documents are retained in paper or electronic form.

**EXHIBIT C to Interagency Agreement between the  
Department of Administration Financial Management and Reporting (Admin) and  
Human Rights (Agency)**

Date 11/8/2017 Agency Human Rights

Agency Head Signature [Signature]

**Policy and Recommendations Regarding Separation of Duties**

In accordance with state accounting policy, *agencies shall separate the financial duties of their employees to provide appropriate control in the processing of transactions. In those instances where separation is not feasible, e.g., a small agency or board with limited employees, compensating controls such as independent review must be established.*

The Agency should separate duties among employees to ensure that no one person has control over the entire order and payment approval process. For optimum internal control:

- The person(s) authorized to approve Purchase Requests should not also be authorized to approve payments and vice versa.
- If two persons are authorized to approve both purchases and payments, neither person should perform both functions for any one purchase/payment transaction. For any one purchase/payment, one person should approve the purchase, and the other should approve the payment.
- In the event that one person approves Purchase Requests and payments for the same purchase/payment transaction(s), the Agency must document and implement compensating controls such as independent review of detailed expenditure reports.
- If at any time the Agency cannot maintain optimum separation of duties, the Agency should document the circumstances preventing optimum separation, and identify the compensating controls that will be implemented.

**Signatures of Staff Authorized to Approve Purchase Requests**

PRIMARY: [Signature]  
Name \_\_\_\_\_ Specific conditions on approval authority \_\_\_\_\_

BACKUP: [Signature]  
Name \_\_\_\_\_ Specific conditions on approval authority \_\_\_\_\_

**Signatures of Staff Authorized to Approve Payments**

PRIMARY: [Signature]  
Name \_\_\_\_\_ Specific conditions on approval authority \_\_\_\_\_

BACKUP:  
Name \_\_\_\_\_ Specific conditions on approval authority \_\_\_\_\_



**m** DEPARTMENT OF  
ADMINISTRATION  
HUMAN RESOURCES

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

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

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

Agreement

1. Term of Agreement

1.1 ~~Effective date: July 1, 2017, or the date the state obtains all required signatures under Minnesota Statutes Section 16G.05, subdivision 2, whichever is later.~~ *cyb 2/8/18 RMS 3/9/18*

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

2. Scope of Work

Admin will provide human resource services to the Agency as described in Exhibits A and B which are attached and incorporated into this agreement. The success of the work that takes place under this agreement is dependent on both Admin and the Agency understanding and upholding their respective roles and responsibilities as delineated in Exhibits A and B. Minnesota Department of Human Rights retains decision-making authority and responsibility for its human resource decisions for ongoing implementation of appropriate business processes, while Admin provides transaction and other human resources services and serves in an advisory capacity. The parties understand and agree that Admin is not and not intended to be, the employer or joint employer of Minnesota Department of Human Rights applicants, employees or former employees by reason of the work performed or services provided under the Agreement. Minnesota Department of Human Rights is responsible for following all applicable employment laws, collective bargaining agreements and compensation plan requirements, state policies and procedures.

3. Authorized Representative

Admin's Authorized Representative is Andrea L. Turner, Human Resources Director, 3<sup>rd</sup> floor, Centennial Building, 658 Cedar Street, St. Paul, MN, or her successor.

The Agency's Authorized Representative is Kevin Lindsey, Commissioner, 625 Robert Street N, St. Paul, MN 55155, or their successor.

4. Consideration and Payment

The cost for services covered by this agreement in FY18 is \$48,000 and FY19 is \$52,000 for a total of \$100,000 for the biennium. Admin will invoice the Agency quarterly, in an equal amount each quarter, for the services outlined in this agreement and subsequent attachments. The Agency will approve invoices and make timely payments to Admin for the agreed upon services outlined in this agreement.

**5. Amendments**

Any amendment to this agreement, with the exception of changes to the purchasing and payment signature delegations identified in Exhibit A, must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement or their successors in office. Changes to the signature delegations in Exhibit A must be acknowledged with a revised Exhibit A signed by Minnesota Department of Human Rights Authorized Representative or by another written communication (memo, email, etc.).

**6. Government Data Practices**

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

**7. Liability**

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

**8. Termination**

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

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

2. Minnesota Department of Human Rights (Agency)

By: Rozzit Skipchandler  
Kevin Lindsey, Commissioner Rozzit Skipchandler, Deputy Commissioner

Signed: Rozzit M. Skipchandler

Date: 11/8/2017

3. Department of Administration (Admin)

By: ANDREA L. TURNER  
Andrea L. Turner, Director of  
Human Resources

Signed: Andrea L. Turner

Date: 11/12/2017

**EXHIBIT A to Interagency Agreement between the Department of Administration Human Resources (Admin)  
and Minnesota Department of Human Rights (Agency)**

Admin will provide the Agency the following human resource services that will help the Agency operate effectively:

***Ad Hoc Reporting***

- Upon request, provide ad hoc reports on employee costs; leave use; hires; separations; and other employment information contained in the state's information warehouse.

***Affirmative Action Plan and Reports***

- Draft Affirmative Action Plan; submit biennially to MMB for review and approval; and monitor efforts and progress.
- Complete the Monitoring the Hiring Process Quarterly Reports for the Agency.

***Classification and Compensation***

- Review position descriptions, determine appropriate classification, bargaining unit designation, and Fair Labor Standards Act (FLSA) status, document audit decisions, and explain the rationale for classification decisions.
- Advise on; and approve or deny compensation requests outside of Agency delegation of authority.
- The Agency must provide documentation of requests to convert unclassified position to the classified service at least one month in advance of the end of the unclassified position.

Timely review of classification and compensation requests depends on Admin receiving complete and accurate information from supervisors and managers. Admin is not responsible for processing information if it has not received a written request.

Admin has received delegated authority from Minnesota Management and Budget (MMB) to make classification and compensation decisions. Admin must abide by accepted practices and rules governing classification and compensation in order to retain this delegation. MMB periodically audits Admin's work to determine compliance with rules and laws.

***Contract Administration***

- Advise managers and supervisors on the application of labor contracts and plan language.
- Advise managers and supervisors on the practical application of employment laws such as FMLA, FLSA, ADA, USERRA, and all discrimination laws.

***File Maintenance and Storage***

- Maintain and securely store the personnel files and I-9 documents of the Agency employees, if agency requests.
- Maintain and store audit (job classification decisions), documentation and requisition (vacancy filling) files.
- Inform the Agency on the types of personnel information that should be securely maintained at Agency worksite.

***General Benefits Administration***

- Convey benefit updates and information from (MMB to Agency Representative for distribution to employees of the Agency).

- Benefits questions and issues will be handled directly by the State Employee Group Insurance Program (SEGIP) at MMB.

#### ***Labor Relations, Investigations and Employment Law***

- Advise or respond to grievances for the Agency as appropriate.
- Advise management regarding relationship with union, including meet and confer sessions, union leave.
- Review and provide advice and guidance in responding to requests for ADA accommodation.
- Complete ADA reports for the Agency.
- Convey new laws, state rules, and issues from (MMB to Agency Representative for distribution to employees of the Agency).
- Advise supervisors and managers on other employment law issues such as discrimination, sexual harassment, etc.
- Assist in reviewing unemployment claims and at the agency's request represent management in unemployment hearings.
- When Human Resources becomes aware of a complaint, the Labor Relations Manager will review the complaint, will forward the complaint to the appropriate person at EMSRB, will advise on potential liability issues and best practices for handling.

Under the law, employers have an obligation to conduct a prompt and thorough investigation of all discrimination or harassment complaints. Due to the increased demands on Labor Relations, we do not always have the resources to adequately fulfill that responsibility internally. While we are able to perform complaint intake and case management, we want the Agency to be prepared to retain an outside investigator should the need arise. HR SmART is able to coordinate with the Agency in contracting an outside investigator. The Agency is responsible for paying all costs associated with independent investigations.

#### ***Leave Coordination***

- Process and coordinate FMLA requests
- Guide Agency in other leave types that the State of Minnesota provides.
- Manage the transaction processes involving such leaves.
- Provide guidance to the Agency's payroll representative regarding the correct way the data needs to be entered into the timesheet system.

#### ***New Employee Orientation***

- Conduct new employee orientation for all new employees to the Agency.

#### ***Payroll***

- Process bi-weekly payroll within established timelines, answer questions, resolve payroll issues, and review payroll records on a regular basis.

#### ***Performance Management***

- Coach management on performance management.
- Assist the agency in initial screening of allegations relating to employee misconduct, performance or attendance problems; and conduct; coordinate the conducting of investigations.
- Advise managers and supervisors on managing performance, attendance, conduct issues; and assist with implementing corrective action, including withholding of performance increases, issuing disciplinary action and letters of expectations.

The Agency is responsible for paying all costs associated with independent investigations.

#### ***Recruitment and Selection***

- Assist managers in hiring so that the agency follows state bargaining unit contracts and plans, employment laws, and state laws governing state positions.
- Advise on minimum and preferred qualifications and recruitment options.
- Post vacancies in accordance with HR/LR Policies.
- Review position applications to determine which applicants meet the minimum qualifications and refer successful candidates to the hiring supervisor.
- Respond to appeals of applicant qualification determinations under Minn. R. 3900.4700.
- Assist managers and supervisors in developing interview questions and other selection criteria and exercises, and with first round of interviews, when requested.
- Document hires for affirmative action purposes.
- Compose offer and employment confirmation letters.
- Examine I-9 documentation, after hire, for legal hiring.
- Notify all applicants of position hiring decisions.

#### ***Safety & Workers' Compensation***

- File yearly OSHA lost-time reports.
- Assist with first reports of injury filings.

Admin has a Safety Administrator on staff. If the Agency needs guidance or assistance with safety issues, upon availability, the Safety Administrator can be hired as a consultant on a case-by-case basis.

#### ***Training***

- Train managers and supervisors on human resources practices, employment law, bargaining unit contract language, compensation, and other topics directly related to human resources.
- Conduct training and/or track completion on topics mandated by law or policy – code of conduct, SANS, sexual harassment prevention, right-to-know, etc., based on availability.

#### ***Transactions***

- Complete accurate and timely SEMA4 changes related to changes in employee information, hire, funding, promotion, separation dates, increase dates, department ID, medical leaves of absence, performance reviews, etc.

Timely transactions depend on Admin receiving timely information from supervisors and managers about employee status. Admin is not responsible for processing information if it has not received a written request.

EXHIBIT B to Interagency Agreement between the Department of Administration Human Resources (Admin)  
and Minnesota Department of Human Rights (Agency)

**SERVICE LEVEL AGREEMENT**

**Admin SmART Human Resources Responsibilities**

Admin (SmART program) will provide the following level of service:

- Vacancies will be posted within three business days of receipt of a request to fill (if the position does not need to be allocated or the allocation changed).
- Managers and supervisors will receive a list of qualified candidates within five business days of the closing of a posting.
- Positions requiring initial allocation will be allocated within two weeks of the receipt of a complete position description, organizational chart, and request memo.
- Positions requiring reallocation will be audited within six weeks of the receipt of a complete position description, organizational chart, and request memo.
- Investigations will be conducted promptly. Timing depends on the exact circumstances and availability of union representatives.
- Transactions turned in by Thursday of the non-payroll week will take effect that payroll period.
- Employees hired during the last two days of the pay period will not be paid for those days until the next pay period.

Admin SmART will do our best to adhere to the timelines listed above based on staffing levels and volume of work.

**Agency Responsibilities**

Management of the Agency is responsible for the actions of the organization's employees, including unethical, violent, or harassing behavior and failure to follow state policies and procedures.

Like all other agencies, the Agency is also responsible for completing the following human resource actions:

**Affirmative Action Plan**

- Work jointly with the SmART Human Resources Team in the creation of biennial Affirmative Action Plan.
- Adhere to the plan and make it a living document.

**Classification**

- All positions have position descriptions that are updated at least every three years.
- Position descriptions must be consistent with the employees' actual job duties, include a listing of essential functions under the ADA, and clearly indicate the employee's level of decision-making authority.

**Employee Evaluation**

- New employees must receive copies of their position descriptions and onboarding to their work and their work unit.
- All new employees must receive mid-probationary and probationary reviews.
- All employees must be given feedback on their performance at least once a year with a written formal evaluation placed in their personnel file.
- Performance expectations are made clear for all employees.

- Employees whose performance, attendance, or behavior is problematic will be discussed with the Admin Human Resources staff appropriate to the situation.

#### ***File Maintenance and Storage***

- Maintain supervisory files.

#### ***Hiring***

- Employees may not be hired before the Admin human resource office affirms that all parts of the process are complete.

#### ***Labor Relations***

- The Agency is responsible for paying all costs associated with an independent investigation.
- Timely notice will be given to the Admin HR office for Labor Relations issues.

#### ***Policies and Procedures***

- Appoint an Ethics Officer and communicate that designation to employees.
- (Ensure) Formal delegations of duties are on file.
- (Ensure) Operating practices are consistent with state policies.
- Appropriate action is taken for violations of policy.
- Respond to data-practices requests.

#### ***Training***

- Employees receive appropriate training related to their position.
- All classified managers and supervisors attend required training(s) through Enterprise Training and Development (ETD).
- Payment of all costs associated with training provided by ETD, MN-IT or other agencies external to the State.

#### ***Worker's Compensation***

- Submit the First Report of Injury within three business days of the incident/injury.

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

SWIFT Contract No.: 00000000000000000000136720

Purchase Order No.: 3000020568

Agency Interest ID: 214727

Project Activity ID: PRO20180094

This agreement is between the Minnesota Departments of **Minnesota Pollution Control Agency (MPCA)** 520 Lafayette Road No., St. Paul, 55155 and **Minnesota Department of Administration (DOA)**, Office of Enterprise Sustainability (OES), 50 Sherburne Avenue, 200 Administration Building, St. Paul, MN 55155.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** **January 18, 2018**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** **April 30, 2018**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

- 2.1 OES shall be responsible for the following:
  - 2.1.1 Assist cabinet level agencies in developing plans to meet statutory requirement or executive orders goals.
  - 2.1.2 Share best practices from inside/outside of government.
  - 2.1.3 Assist agencies with finding the subject matter experts to ensure sustainability plans contain all element required to successfully improve outcomes.
  - 2.1.4 Assist agencies in finding resources required to execute plans.
  - 2.1.5 Provide support and guidance to agencies by convening identified work groups and sustainability coordinators.
  - 2.1.6 Track results at the enterprise/agency/focus area level to provide progress toward established goals.
  - 2.1.7 Ensure implementing initiatives is simple for state agencies to execute, ensuring success.

**3 Consideration and Payment**

- 3.1 Consideration and Payment. The total obligation of MPCA to the **Minnesota Department of Administration (ADM), Office of Enterprise Sustainability (OES)**, under this agreement will not exceed **\$200,000.00 (Two Hundred Thousand Dollars and Zero Cents)**.

**4 Conditions of Payment**

- 4.1 All services provided by the Minnesota Department of Administration, OES under this Agreement will be expended or committed in accordance with the intended purpose of your McKnight Foundation grant award to fund the development of a Sustainability Reporting Tool for State Government.
- 4.2 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 Minnesota Department of Administration, Office of Enterprise Sustainability invoices for services performed.

4.3 Minnesota Department of Administration, OES, will submit **one invoice** to Accounts Payable in advance of services being performed. Invoice must include the following information:

4.3.1 MPCA's Authorized Representative's name

4.3.2 Purchase Order (PO)

4.3.3 The subject line of the email with the invoice attached must contain the MPCA's Authorized Representative's name and Purchase Order (PO). The preferred method of obtaining an invoice from a vendor is by email.

**Submit invoices via email to Accounts Payable:**

Minnesota Pollution Control Agency

Accounts Payable Department

[mpca.ap@state.mn.us](mailto: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.

**5 Authorized Representative**

5.1 The State's Authorized Representative is **Katie Koelfgen**, 520 Lafayette Road No., St. Paul, MN 55155; [katie.koelfgen@state.mn.us](mailto:katie.koelfgen@state.mn.us), 651.757. 2499, or his/her successor.

5.2 Minnesota Department of Administration, Office of Enterprise Sustainability, Authorized Representative is **Matt Massman**, 50 Sherburne Avenue, 200 Administration Building, St. Paul, MN 55155; [matt.massman@state.mn.us](mailto:matt.massman@state.mn.us), 651.201.2555.

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Suzanna Tenenboym

Date: 01/19/18

**3. Minnesota Pollution Control Agency**

By: Christina Anderson  
(with delegated authority)

Title: Asst. Division Director

Date: 2/15/18

**2. Minnesota Department of Administration**

By: Alice Roberts-Davis ARobertsDavis  
(With delegated authority)

Title: Assistant Commissioner

Date: 02.13.2018





**DEPARTMENT OF  
TRANSPORTATION**

MnDOT Agreement # \_\_\_\_\_

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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Pursuant to Minnesota Statutes, Sections 16B.242 and 471.59, this is an agreement between the Department of Administration (Admin) and the Minnesota Department of Transportation (MnDOT).

**1. Services to be Performed:**

This Agreement provides for MnDOT's financial contribution to improvements in the Archibus system for the period from the date of execution through the end of the 2018/2019 biennium on June 30, 2019. The enterprise real property technology system provides the tools and information necessary for data-driven facility investment and management across the enterprise. Under this agreement and to the extent funds are contributed, Admin will execute the following improvements to Archibus:

- Archibus Upgrade
- Facility Condition Assessment (FCA) Improvements
- Preventative Maintenance Standardization
- Equipment Useful Life Standardization
- GIS Implementation
- Technical Documentation

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

**2. Authorized Agents:**

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

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

MnDOT: Michael Ligday, Building Services Section - Planning, Programming and Asset Management Unit, or his successor, 395 John Ireland Blvd, St. Paul, MN 55155

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

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

**TOTAL CONTRIBUTION = \$10,000.00 to \$300,000.00**

MnDOT will, in its sole discretion, determine the final amount payable based on availability of funding. MnDOT may make some or all of its contribution with FY 2017 funds. MnDOT may elect to make more than one payment.

**4. Term of Agreement:**

This agreement is effective on the date last signed by the parties below, and it will remain in effect until June 30, 2019.

**5. Amendments:**

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

**Approved:**

1. Department of Administration	2. Department of Transportation
By: <i>A Roberts-Davis</i> Title: <i>Asst. Commissioner</i> Date: <i>06.21.2017</i>	By: <b>Mark Schoenfelder</b> <small>Digitally signed by Mark Schoenfelder                      DN: cn=Mark Schoenfelder                      Date: 2017.06.20 10:16:53 -05'00'</small> Title: <b>Director of Building Services</b> Date:

**MnDOT Contract Management:**

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**MnDOT Encumbrance Verification**

**Amount encumbered: \$** \_\_\_\_\_

**SWIFT Contract ID** \_\_\_\_\_

**SWIFT PO:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_