



MnDOT Contract No. 1047359

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Project ID Number: Multiple

Trunk Highway Number (TH): Multiple

Project Identification: State Patrol Extraordinary Enforcement in Maintenance Work Zones.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS")

Agreement

1. Term of Agreement; Incorporation of Exhibits

- 1.1. **Effective Date:** This Agreement will be effective on the date signed by all necessary MnDOT and DPS officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This Agreement will expire on June 30, 2023, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Appendix A, a cost calculation matrix, and Appendix B, entitled "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones", are attached and incorporated into this Agreement.

2. Scope of Work

- 2.1. MnDOT conducts maintenance work with internal forces using Project ID Numbers to track work on highways statewide. For some maintenance work, MnDOT believes that having State Troopers provide "extraordinary" traffic law enforcement in work zones (enforcement beyond the normal, routine Patrol activity) will help to make those work zones safer. DPS is willing to provide such extraordinary enforcement if MnDOT reimburses DPS the cost of providing such enforcement. This initial effort will be a pilot to evaluate whether to pursue a longer-term program for maintenance work and associated funding corresponding to extraordinary law enforcement by DPS.
- 2.2. DPS will provide off-duty State Patrol officers for extraordinary traffic enforcement and traffic control upon request from MnDOT, and in accordance with the attached "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones".
- 2.3. MnDOT will reimburse DPS for State Patrol services as specified in Article 3.
- 2.4. DPS will invoice MnDOT as specified in Article 4.
- 2.5. DPS will, at regular intervals but no less than once annually, provide MnDOT with a spreadsheet suitable for verifying the State Patrol hours and wages being billed to MnDOT maintenance projects for extraordinary traffic enforcement and traffic control. Format of the spreadsheet will be mutually agreed to by the parties.

3. Consideration and Payment

- 3.1. MnDOT will reimburse DPS for the extraordinary enforcement services on the following basis:
 - 3.1.1. The actual rate of overtime wage paid for every hour the State Patrol Officer is engaged in extraordinary enforcement, such wages to be determined in accordance with Appendix A.

- 3.1.2. Retirement benefit overhead will be paid, at the prevailing rate, applied to all hours paid in accordance with Article 3.1.1 above.
 - 3.1.3. DPS indirect/administrative costs will be paid, at the prevailing rate, applied to the costs specified in Articles 3.1.1 and 3.1.2 above.
 - 3.1.4. An allocated share of FICA and a worker's comp factor will be paid, in accordance with the table in Appendix A.
 - 3.1.5. Travel to the maintenance work zone, patrol mileage, and return to base will be paid at the established rate for the class of vehicle used.
 - 3.1.6. Subsistence and lodging will be paid in accordance with the specifications of the applicable collective bargaining agreement. Copies of expense vouchers must be submitted with invoices.
- 3.2. Appendix A illustrates an estimated rate for State Fiscal Year 2022. Invoices will be based on actual rates applicable at the time services are provided by DPS. Rates are subject to change every state fiscal year. Upon ratification of DPS collective bargaining agreements, near the start of each fiscal year, DPS will provide MnDOT with a revised Appendix A. Upon acceptance by MnDOT, such revised Appendix A will be incorporated into and become part of this Agreement upon execution of an amendment in accordance with Article 6.1 below.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed **One Hundred Thousand and 00/100 Dollars** (\$100,000); total not to exceed \$50,000 in FY22 and total not to exceed \$50,000 in FY23.

4. Conditions of Payment

- 4.1. All services provided by DPS under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 calendar days after receiving DPS invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, MnDOT will notify DPS within 10 calendar days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 calendar days of receipt of such corrected invoice.
- 4.3. DPS must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.
- 4.5. DPS will invoice MnDOT on a bi-weekly basis. Invoices must itemize hours worked, retirement costs, indirect costs, travel costs, and subsistence/lodging costs; and must be in accordance with the following: All invoices must refer to the individual maintenance Project ID Number. The Project ID Number will be provided to the District Patrol Captain and Patrol Officer by the Area Maintenance Engineer coordinating the State Patrol services.
- 4.6. If funding for extraordinary enforcement is transferred to MnDOT district offices, then DPS will be required to submit invoices to the appropriate MnDOT district for payment.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative and Project Manager will be:

Name: Susan Lodahl, State Maintenance Engineer (Acting) , (or successor)

Address: 395 John Ireland Blvd MS: 700

City/State/Zip: St Paul, MN 55155-1899

Telephone: 651-366-3566

Fax: 651-366-3555

E-Mail: susan.lodahl@state.mn.us

5.2. DPS's Authorized Representative will be:

Name: Matthew Langer, Colonel, Minnesota State Patrol, (or successor)

Address: 445 Minnesota Street Suite 130

City/State/Zip: St Paul, MN 55101-5130

Telephone: 651-201-7114

Mobile: 612-919-8178

E-Mail: matthew.langer@state.mn.us

6. Amendments

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

7. Liability

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

8. Termination

8.1. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon termination of this Agreement, DPS will be entitled to payment for services satisfactorily performed prior to termination.

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STATE ENCUMBRANCE VERIFICATION

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

By: Jessica Zielinski Digitally signed by Jessica Zielinski
Date: 2021.09.20 13:37:35 -05'00'

SWIFT Contract ID: 196008

Purchase Order ID: 3000595245

DEPARTMENT OF TRANSPORTATION

By: Jay Hietpas Digitally signed by Jay Hietpas
Date: 2021.09.19 19:18:08 -05'00'

Title: _____

Date: _____

DEPARTMENT OF PUBLIC SAFTEY

By: Matthew Langer DocuSigned by: 8176F69DD4C24BD...
Colonel and Chief of the MN State Patrol

Title: _____

Date: 10/20/2021

MNDOT CONTRACT MANAGEMENT

By: Kyle Fisher Digitally signed by Kyle Fisher
Date: 2021.09.21 07:53:26 -05'00'

Date: _____

Appendix A

Attached to Contract# 1047359

8th Step Trooper Overtime Rate*		\$63.29
	<u>FY2022</u>	
Retirement*	30.10%	\$19.05
Indirect/Administrative Costs**	9.40%	\$5.95
FICA***	1.45%	\$0.92
Worker's Comp Factor****	2.10%	\$1.33
Mileage (40 miles, .56 per mile)	0.56	\$22.40
Total		\$112.94

Example shows Trooper at step 8 without any differentials. This is an example only. Actual Trooper rates will vary in Accordance with collective bargaining agreement(s).

*Rate determined by State Law in accordance with collective bargaining agreement

**Rate determined annually and approved by Minnesota Management and Budget (MMB)

**Includes funds that go to parties: Minnesota State Patrol and Fiscal Administrative Staff

***Rate determined by Federal Law

Mileage is indexed to the Federal IRS rate and subject to change each FY

This is the initial appendix; this appendix may be revised annually in accordance with article 3.2 of the agreement

Appendix B

PROCEDURES FOR THE USE OF EXTRAORDINARY ENFORCEMENT EFFORTS IN MAINTENANCE WORK ZONES

POSITION STATEMENT

The Minnesota Department of Transportation (MnDOT) intends to employ extraordinary traffic enforcement and surveillance efforts in maintenance work zones (projects), when those efforts can reasonably be expected to increase the safety of the traveling public and/or maintenance personnel. The Federal Highway Administration promotes the use of Extraordinary Enforcement to enhance work zone safety.

When such extraordinary efforts are utilized, the costs experienced by the providing law enforcement agency, typically the State Patrol, should be borne by MnDOT. The need for such efforts should, if possible, be identified early in the maintenance work planning process, so that the efforts of both agencies can best be coordinated.

It is the intention of MnDOT to employ the State Patrol on select maintenance projects that have a higher risk to the traveling public and maintenance staff which includes locations with poor sight distance, high speed and traffic volume. These include work that requires lane closures or moving work zone operations. Charges to the Maintenance Project ID Number will be expected for the extraordinary enforcement effort when costs are incurred by the State Patrol. The use of the State Patrol is considered cost effective because no other practical alternative exists.

DEFINITIONS

The extraordinary enforcement that meets this following definition may be utilized under this Agreement:

When District Maintenance, in coordination with their District State Patrol Office, determines extraordinary enforcement is essential to the safety of a maintenance work zone and needs to guarantee enforcement presence, they may request extraordinary enforcement by submitting a request to the MnDOT Office of Maintenance (CO Maintenance) in accordance with the provisions of this agreement. This will enable a dedicated service that State Patrol will provide.

PROCEDURES

The following procedure shall be used when it is determined that extraordinary traffic enforcement efforts are needed. This procedure shall be used when completing the work planning process.

Coordination and concurrence of the State Patrol District Office must occur prior to submitting a request to CO Maintenance. Requests must be submitted to CO Maintenance at least 3 days prior of the actual work taking place.

Responsible Organization	Required Action
District Maintenance	Determine the need for enforcement effort.
	Contact State Patrol District Captain to discuss need.
State Patrol District	Develop enforcement plan.
	Estimate plan costs and submit to the designated District Maintenance contacts for review.
District Maintenance	Submit request form to CO Maintenance for review and approval
CO Maintenance	Review and respond to district request
State Patrol Headquarters	Invoice CO Maintenance referencing the contract number and Project ID Number
CO Maintenance/Construction	Review invoice and facilitate payment of the invoice to State Patrol
MnDOT Accounts Payable	Pay invoice

NOTE: In emergency situations where dedicated extraordinary enforcement is required, paid enforcement may proceed with verbal approval from the following: 1) the Office Director or Maintenance Operations Engineer in the MnDOT Office of Maintenance, or designee; and 2) the State Patrol District Captain.